Nevada Institute for Autonomous Systems

First Amended and Restated Professional Services Contract

Between

The Nevada Institute for Autonomous Systems

And

Bowhead Business and Technology Solutions, LLC
This First Amended and Restated Professional Services Contract (Contract) effective as of 01 January 2014 (Effective Date) is hereby established by and between the Nevada Institute for Autonomous Systems (hereinafter referred to as "NIAS"), a non-profit Nevada corporation formerly known as the Nevada Autonomous Systems Institute, of Las Vegas, Nevada, and Bowhead Business and Technology Solutions, LLC, 4900 Seminary Road, Suite 1200, Alexandria, VA 22311-1858 (hereinafter referred to as “BBTS” whose Taxpayer Identification Number is 45-4599069 (Collectively, the "Parties"; Individually, the “Party”).

WHEREAS, The Federal Aviation Administration (FAA) designated the State of Nevada (the State) as a UAS test site on December 30, 2013;

WHEREAS, The State entered into the certain Other Transactional Agreement (OTA) with the FAA on December 31, 2013;

WHEREAS, The FAA has amended and revised the OTA and may in the future further modify, amend or revise the OTA, and all references herein to the OTA shall be to the OTA as so revised, modified or amended;

WHEREAS, The mission of NIAS is to develop comprehensive Unmanned Aircraft Systems (UAS) standards and procedures for flight-testing and data collection on behalf of the FAA, which may be used to assist in the development of the safety case and standards to facilitate integration of UAS into the National Air Space (NAS) and other federal controlled airspace in the State of Nevada;

WHEREAS, NIAS will also develop plans for and implement Nevada’s operations of UAS infrastructure and operations;

WHEREAS, BBTS was awarded the contract for Professional Services by NIAS in 2013;

WHEREAS, BBTS was selected to provide technical support services to operate the NIAS Program Management Office (NIAS PMO);

WHEREAS, BBTS, acting as the NIAS PMO, will continue to provide technical support services and support new NIAS strategic initiatives, projects and functions.

WHEREAS, BBTS, acting as the NIAS PMO, will continue to provide integration of autonomous systems development within the State of Nevada in the areas of operations, education, research, manufacturing, testing, spectrum management, entrepreneurship, and integration of UAS into the NAS; and,

WHEREAS, NIAS and BBTS entered into an original agreement under which BBTS provided technical support services to operate the NAIS PMO, with an effective date of July 19, 2013, and a Maximum Value of $940,000.00; and they desire to continue the existing relationship;
Now therefore, in consideration of the mutual covenants, agreements and promises set forth herein, the Parties agree as follows:

The Parties agree to enter into this First Amended and Restated Professional Services Contract governing the terms under which BBTS will continue its provision of technical support services to operate the NIAS PMO, and perform related functions for NIAS. Under this Contract, BBTS will continue to act as the primary independent contractor for NIAS, providing contracting support of the NIAS PMO in all aspects of Nevada’s operations involving the FAA certified UAS test site and other federal controlled airspace in the State of Nevada, and any additional Other Transactional Agreements (OTAs).

1. **CONTRACT TERM.** The term of this Contract begins on January 1, 2014 and ends on February 28, 2017.

2. **NOTICE.** The technical point of contact for each party to this contract shall be:

   **NIAS:**
   John Valery White, President  
   Nevada Institute for Autonomous Systems  
   300 South 4th Street  
   Suite 1400 Las Vegas, Nevada 89101  
   Phone: 702-895-3301  
   Email: john.v.white@nias-uas.com

   **BBTS:**
   Chris Tunley, General Manager  
   777 North Rainbow Blvd.  
   Suite 380  
   Las Vegas, Nevada 89107  
   Phone: 702-816-5099  
   Email: Chris.Tunley@nias-uas.com.

And the contractual point of contact who will serve as the Authorized Representative (AR) for each party shall be:

   **NIAS:**  
   John Valery White  
   c/o Nevada Governor’s Office of Economic Development  
   555 East Washington Avenue  
   Suite 5400  
   Las Vegas, Nevada 89101  
   Phone: 702-486-2700  
   Email: john.v.white@nias-uas.com
BBTS:
Lori K. Schendel
4900 Seminary Road
Suite 1200
Alexandria, Virginia 22311
Phone: 540-604-1650
Email: lori.schendel@bowheadsupport.com.

And the contractual point of contact regarding all matters related to insurance for each party shall be:

NIAS:
Maureen Martinez
c/o State of Nevada Risk Management
201 South Roop Street
Suite 201
Carson City, Nevada 89701
Phone: 775-687-3193
Email: memartinez@admin.nv.gov

BBTS:
Erin Sedor
Ukpiaq Llupiat Corporation
3201 C Street, #801
Anchorage, Alaska 99503
Phone: 907-677-8263
Email: erin.sedor@UICAlaska.com

Each party may change its points of contact and its contact information at any time by providing written notice to the other party.

3. **INCORPORATED DOCUMENTS.** The Parties agree that certain provisions of the OTA, as it may be amended, modified or revised are required to be incorporated into this document and by this reference are so incorporated. Additionally, the Parties agree that the terms and conditions listed on the following incorporated attachments of this Contract are also specifically a part of this Contract:

   • Exhibit A- Sample Invoice
   • Exhibit B- Budget

4. **CONSIDERATION.** The Parties agree that the value of this Contract is (a) dependent on the total amount of work actually ordered by NIAS, (b) satisfactory performance of work by BBTS in accordance with the terms and conditions of the Contract, and (c) subject to the limitations of the budgets periodically approved by NIAS.
The work to be performed by BBTS is specific within scope instructions, and relevant conditions shall be defined on individually issued Task Orders. Each Task Order shall contain (1) a detailed description of the work to be performed by BBTS, (2) a detailed breakdown of costs to be paid by NIAS to BBTS for performance of the work, and (3) a schedule identifying the timeframe under which the work is to be completed.

BBTS shall only be paid under this contract for performance of Task Orders and revisions to Task Orders issued in accordance with this Contract, which are within the budgets periodically approved by NIAS.

Budgets must be reviewed and approved by the NIAS Manager and the NIAS Board of Directors prior to BBTS’ commencement of work. NIAS will provide proposed expenditures by budget category and for specific time frames.

NIAS budget approval must be in writing and must include the number of personnel, their job titles and descriptions of responsibility, and the hourly rate for each person. Revisions to budgets must be approved by NIAS in writing, prior to any expenditure of funds which is not in compliance with the originally approved budget.

BBTS may determine how funds are spent by the NIAS PMO, provided that expenditures do not exceed the expenditure authority NIAS has previously approved for each budget category and time frame. NIAS, in its discretion, may deny reimbursement for any expenditure by BBTS and the NIAS PMO which do not conform to expenditure authority approved by NIAS.

The total value of the Contract is the sum of the budgets periodically approved by NIAS for BBTS, which shall not to exceed the sum of $ 4.5 million.

5. **SCOPE OF WORK.** BBTS will provide the capability to perform a wide variety of tasks (to be specified in detail in the individual Task Orders) to accomplish the following objectives: develop comprehensive UAS standards and procedures for flight-testing and data collection on behalf of the FAA and used to assist in the development of the safety case and standards to facilitate integration of UAS into the National Air Space (NAS); ensure Nevada is a cornerstone of the national UAS industry and achieve financial self-sufficiency for NIAS and the NIAS PMO by July 1, 2015, prior to exhausting the funds set aside for this effort by the State of Nevada. BBTS will provide the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in Task Orders. BBTS must provide flexible, responsive, and high quality support services relating to the missions of the Nevada Institute for Autonomous Systems, including, but not limited to, the following:

A. BBTS shall operate and manage the NIAS PMO to support the successful pursuit of UAS development within the state, to include:
1) Operation of the NIAS PMO office at 777 North Rainbow Boulevard, Suite 380, Las Vegas, Nevada 89107, or at such other location designated by the NIAS Board of Directors, and establishment and operation of satellite NIAS PMO offices as required to support test site activities. These offices shall support execution of the OTA, and shall perform functions including but not limited to the following:

a. Coordinate with entities having teaming agreements with NIAS to ensure that equal business opportunities are made available to all team members;

b. Perform all work required under this contract and the OTA;

c. Procure staffing for the work required under this Contract including pilots to operate State of Nevada owned or leased assets;

d. Provide interim progress reports, forecast expenditure reports, and final progress reports;

e. Prepare drafts of briefings for NIAS reviews, State Officials, and other high-level visitors;

f. Prepare posters, charts, and PowerPoint presentations for meetings;

g. Organize NIAS meetings and workshops;

h. Seek out, develop, and maintain effective working relationships with team members and all other internal and external customers; and,

i. Maintain awareness of opportunities via literature searches and attendance (in a non-representational capacity) at appropriate meetings and conferences.

2) In support of the mission statement of NIAS, the NIAS PMO will:

a. Develop comprehensive UAS standards and procedures for flight-testing and data collection on behalf of the FAA and used to assist in the development of the safety case and standards to facilitate integration of UAS into the National Air Space (NAS).

b. Manage and operate the NIAS PMO to support the State of Nevada's UAS Test Site initiative.

c. Identify customer requirements, ranges, airspace, vendors' resources, and projects for the State of Nevada's UAS Test Site.
d. Develop concepts, plans, procedures, guidance, a customer base, projects, and contracts leading to the State of Nevada's UAS Test Site being self-sustainable.

e. Verify and validate Nevada UAS Test Range policies and procedures to standardize them into reliable and repeatable processes, and policies and procedures at other test ranges as directed by NIAS.

f. Utilize and execute the policies and procedures for flight operations and collect the data from such testing.

g. Accumulate the data of the flight operation policies and procedures and perform analysis summarizing results into corresponding reports.

h. Establish and build a UAS customer base.

i. Establish and maintain a UAS business backlog for UAS business operations.

j. Pursue all UAS business development opportunities in order for NIAS to attain a sufficient revenue stream to become economically self-sustainable by July 2015.

k. Collaborate with other selected test sites, other available sites, and international partners to bolster Nevada's position as a leader in the UAS industry.

l. Act as agent for NIAS and the State of Nevada in fulfillment of the obligations of the OTA. The NIAS PMO:

(1) Shall have the authority, subject to the approval by the NIAS Board of Directors, or its designee, to execute, negotiate, and administer any contracts which will be developed to assist customers and vendors who wish to operate within the Nevada UAS Test Site. Such contracts shall contain pre-negotiated prices, delivery terms, and other terms and conditions including the conditions required by the OTA; insurance requirements evidencing primary coverage and requirement by all customers and vendors who wish to operate within the Nevada UAS Test Site to provide certificate of insurance to the State of Nevada, NIAS and BBTS and evidencing the State of Nevada, NIAS and BBTS as additional insureds;

(2) Shall be responsible for day to day operations;

(3) Shall have basic contract signature authority for all customer and vendor agreements. The ceiling for the BBTS' contract signature authority is $500,000.00 for a single sales transaction with a UAS customer, and $250,000 for a single payment
transaction with a vendor providing services to the NIAS PMO to support UAS sales contracts;
(4) All leased UAS shall be leased in the name of NIAS.

m. Ensure that its activities comply with all applicable legal and regulatory requirements regarding privacy.

n. Comply with the provisions regarding treatment of data, copyright and software, and comply with international regulations of traffic in arms, as set forth in Exhibit B.

o. Comply with the OTA provisions set forth in Exhibit C and as may be amended.

6. REPORTING REQUIREMENTS.

BBTS will provide status reports to NIAS as follows:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Frequency</th>
<th>Number of Copies</th>
<th>Submitted to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Update to the NIAS Board</td>
<td>At each NIAS board of directors meeting, or monthly in months in which NIAS board does not meet</td>
<td>One (1) electronic copy in a Microsoft format, or a format mutually agreed to by the Parties</td>
<td>NIAS</td>
</tr>
<tr>
<td>Financial Reports</td>
<td>Monthly</td>
<td>One (1) electronic copy in a Microsoft format, or a format mutually agreed to by the Parties</td>
<td>NIAS</td>
</tr>
<tr>
<td>Quarterly Progress Reports</td>
<td>Due quarterly on the last day of the month following the quarter in which the work is performed</td>
<td>One (1) electronic copy in a Microsoft format, or a format mutually agreed to by the Parties</td>
<td>NIAS</td>
</tr>
<tr>
<td>Trip Reports</td>
<td>To be submitted five (5) workdays after the completion of any TDY trip</td>
<td>One (1) electronic copy in a Microsoft format, or a format mutually agreed to by the Parties</td>
<td>NIAS</td>
</tr>
</tbody>
</table>

7. INVOICING AND PAYMENT.
BBTS shall submit monthly invoices to NIAS. NIAS shall pay BBTS monthly, following NIAS’ review and approval of BBTS’s monthly invoice.

BBTS must submit a monthly customized invoice that is consistent with the status reports and within the budget approved by NIAS. The invoice must show: the Task Order number, the services performed, the hours worked, the hourly rate, labor category, the period of performance and must identify the budget category that the expenditure relates to. Invoices must be submitted in arrears on a monthly basis, and will be submitted for payment no later than 30 days from the end of the prior month’s service.

In support of each invoice pertaining to a Task Order, BBTS shall provide cost data for each category identified in the budget. A sample invoice is attached to this Contract as Exhibit A. The form of the invoice may be revised as agreed upon in writing by the Parties, and the revised version of the invoice will be initialed and dated by the Parties and attached to this Contract in Exhibit A.

When BBTS is requesting reimbursement for any other direct costs (ODC), including travel expenses, BBTS shall provide supporting documentation. Supporting documentation shall include, at a minimum, legible photocopies of all bills and receipts. Employee personal information such as credit card numbers, frequent flyer numbers, etc. will not be disclosed to any outside entities and will be redacted prior to submittal. NIAS reserves the right to withhold reimbursement until supporting documentation has been provided to the satisfaction of NIAS.

NIAS shall make payment to BBTS using the following information:

Bowhead Business and Technology Solutions, LLC
4900 Seminary Road, Suite 1200
Alexandria, Virginia 22311
Attn: Paula Harrison
Phone: 540-644-1651

8. **DEFAULT AND TIME TO CORRECT.** If either Party fails to perform any material term under this Contract, and then does not cure such failure to perform within 10 days after receiving notice of the breach from the other party, such party shall be deemed in default under this Contract. In this event, the non-defaulting party shall be entitled to pursue any and all remedies available under this Contract, at law or in equity including termination of this Contract. If any non-monetary default cannot be cured within the 10-day period, an event of default does not occur if the defaulting party commences to cure the default within the 10-day period and diligently completes the cure as soon as reasonably practicable, but in any event within sixty (60) days after receiving the default notice. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
9. PERFORMANCE REVIEWS AND REPORTS. BBTS will provide NIAS with the following report within 30 days of its completion of each task order. Below are the areas or categories in which NIAS will measure BBTS’s performance:

A. BBTS will document its performance in:
   1) Fully understanding and meeting the requirements of this Contract, including but not limited to the requirements of paragraph 5;
   2) Providing accurate, thorough, and fully complete work products, deliverables, and technical support which were negotiated and expected;
   3) Promptly responding to Task Order requirements and technical direction; and,
   4) Furnishing original, creative, and/or productive solutions beneficial to NIAS in performance of this Contract.

B. BBTS will also document its performance in timeliness of performance, including:
   1) Presenting deliverables, work product, and technical support timely and in accordance with the negotiated schedule;
   2) Identifying and resolving problems and providing timely problem notification; and,
   3) Anticipating schedule impacts and taking necessary action to benefit the NIAS.

C. BBTS will document its performance in Cost Control/Resource Management including:
   1) Managing Task Order resources effectively;
   2) Effectively managing subcontractors;
   3) Remaining within the negotiated budget for cost and labor hours;
   4) Assigning appropriate personnel for Task Orders;
   5) Using resources in an economic and effective manner; and,
   6) Assigning lower labor category resources to replace departures, when possible.

D. BBTS will submit a proposed rating of its performance in each area or category using the following adjectival ratings, and NIAS will utilize this information to provide Bowhead with performance ratings within thirty (30) days of the Board meeting following BBTS’ submission of its performance report and proposed ratings:
SUPERIOR – Quality of products and services exceeds expectations, requirements, and standards of the task. Responses to inquiries and technical/administrative issues are always effective and responsive. Schedules are exceeded. Cost and labor savings are realized.

SUCCESSFUL – Quality of products and services meets expectations, requirements, and standards of the task. Responses to inquiries and technical/administrative issues are usually effective and responsive. Schedules are met. Cost and labor expended are within budget. Some performance improvement is possible.

MARGINAL – Quality of products and services seldom or barely meets expectations, requirements, and standards of the task. Responses to inquiries and technical/administrative issues are often not sufficiently effective and responsive. Schedules are sometimes not met. Cost and labor issues have impact on achievement of requirements. Performance improvement is needed.

UNSATISFACTORY – Quality of products and services do not meet expectations, requirements, and standards of the task. Responses to inquiries and technical/administrative issues are not sufficiently effective and responsive. Schedules are not met. Cost and labor issues prevent achievement of requirements. Performance improvement is mandatory to continue contract.

10. TERMINATION.

A. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon 60 days prior written notice.

B. NIAS Termination for Non-appropriation. The continuation of this Contract is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature, the United States government and other sources. NIAS may terminate this Contract, and BBTS waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the NIAS’s funding from State, federal and other sources is not appropriated or available, or is withdrawn, limited, or impaired.

C. Actions following Termination. If this Contract is terminated by BBTS in whole or in part, NIAS may acquire supplies or services similar to those terminated, and BBTS will be liable to NIAS for any excess costs for
those supplies or services. However, BBTS shall continue the work not terminated.

D. **Actions following Termination for Default.** If this contract is terminated for default, NIAS may require BBTS to transfer title and deliver to NIAS any completed supplies, partially completed supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights that BBTS has specifically produced or acquired for the terminated portion of this contract. BBTS shall also protect and preserve property in its possession in which NIAS has an interest.

E. **Payment Upon Termination.** NIAS agrees to pay for completed services delivered and accepted prior to the time of the termination. BBTS and NIAS shall agree on the amount of payment for services delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause in paragraph 12 herein. NIAS may withhold from these amounts any sum NIAS determines to be necessary to protect NIAS or the State of Nevada against loss because of outstanding liens or claims of former lien holders.

F. **Effect of Determination of Non-default or Excusable Default:** If, after termination, it is determined that BBTS was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of NIAS.

G. **Rights and Remedies in the Event of Default:** The rights and remedies of NIAS in this clause are in addition to any other rights and remedies provided by law or under this contract.

1) **FORCE MAJEURE.** Neither Party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

2) **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual
damages, and to a prevailing party reasonable attorneys' fees and costs.

3) LIMITED LIABILITY. If NIAS is determined to be a State Entity, NIAS will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both Parties shall not be subject to punitive damages. Damages for any NIAS breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to BBTS, for the fiscal year budget in existence at the time of the breach. Damages for any BBTS breach shall not exceed one hundred and fifty percent (150%) of the contract value. BBTS’s tort liability shall not be limited.

11. INDEMNIFICATION. To the fullest extent permitted by law BBTS shall indemnify, hold harmless and defend, not excluding NIAS's right to participate, NIAS, from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of BBTS, its officers, employees and agents.

12. DISPUTES. Where possible, disputes will be resolved by informal discussion between the Parties’ Authorized Representatives. To the extent any dispute is not resolved by such informal discussion, the dispute shall be escalated to the General Manager of each Party. In the event that such escalation does not resolve the dispute, the Parties agree to engage the services of the FAA’s Office of Dispute Resolution for Acquisitions to provide mediation and other ADR services in a non-binding manner to assist the parties toward resolution.

13. INDEPENDENT CONTRACTOR. BBTS is associated with NIAS only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. BBTS is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for NIAS or the State whatsoever with respect to the indebtedness, liabilities, and obligations of BBTS or any other party. BBTS shall be solely responsible for, and neither NIAS nor the State shall have any obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans; (4) participation or contributions by BBTS to any retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage. BBTS shall indemnify and hold NIAS and the State harmless from, and defend NIAS and the State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.
Neither BBTS, its employees, agents, nor representatives shall be considered employees, agents, or representatives of NIAS or the State.

14. **INSURANCE.** BBTS shall require all customers and vendors who wish to test or operate unmanned systems within the Nevada UAS Test Site to procure, maintain and provide evidence of insurance as more specifically set forth below. The cost for insurance shall be borne by the customer or vendor except where noted otherwise.

1) **Aviation General Liability** - combined Single Limit $5,000,000 bodily injury and property damage. Coverage shall include but not necessarily be limited to, premises and operations, products and completed operations and contracts, said insurance shall be endorsed to name BBTS, NIAS and the State of Nevada, and the state’s officers, employees and immune contractors as defined in NRS 41.0307 as additional insured for all liability arising from the Contract.

Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to NIAS and to the State and having agents in Nevada upon whom service of process may be made; and, currently rated by A.M. Best as “A-VII” or better.

BBTS shall require any customer or vendor to provide to it with the following documents before any operation within the UAS Test Site:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to evidence the insurance policies and coverage required.

2) Additional Insured Endorsements signed by an authorized insurance company representative shall name BBTS, NIAS, and State of Nevada and the state’s officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder.

BBTS shall procure and maintain such other insurance as required to meet regulatory requirements at their sole cost and expense including but not limited to:

1) **Aviation General Liability** - combined Single Limit $5,000,000 bodily injury and property damage. Coverage shall include but not necessarily be limited to, premises and operations, products and completed operations and contracts, said insurance shall be endorsed to name NIAS and the State of Nevada, and the state’s officers, employees and immune contractors as defined in NRS 41.0307 as additional insured for all liability arising from the Contract.

2) **Automobile Liability** - Combined Single Limit $3,000,000 bodily injury and property damage covering all owned, hired and non-owned vehicles.

3) **Workers’ Compensation and Employer’s Liability Insurance.** Coverage shall be provided in accordance with applicable state statutory requirements, and complying with federal laws and requirements, with minimum Employer’s Liability limits of $1,000,000 per accident, and $1,000,000 disease each employee and $1,000,000 disease policy limit.

4) Such other insurance as is required pursuant to regulatory requirements and business protection purposes.
BBTS shall provide NIAS with copies of any evidence of insurance required under this Agreement within 30 days of receipt.

15. **BBTS' RESPONSIBILITY FOR SAFETY.** BBTS shall be responsible for ensuring the safety of all its employees, other working personnel, and property of NIAS and the State. BBTS is solely responsible for compliance with Nevada Revised Statutes Chapter 618, and with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting standards, OSHA Standard 29 CFR 1910, and for the protection, safety, and health of its employees and any subcontractors assigned to the tasks under this contract. It is BBTS's responsibility to ensure that all safety requirements are met and are documented. BBTS shall report to NIAS any death or hospitalization of 3 or more employees within 8 hours of its occurrence. BBTS further agrees to report to NIAS, any accidents, work-related injuries or illness occurring in its performance under this Contract by the end of the 3rd business day after its occurrence.

16. **ASSIGNMENT/DELEGATION.** BBTS shall not assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

17. **GOVERNING LAW; JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the Eighth Judicial District Court, Las Vegas, Nevada for enforcement of this Contract.

In Witness Whereof, the parties by their duly authorized representatives have executed this Agreement on the Effective Date of January 1, 2014.

Nevada Institute for Autonomous Systems

By:________________________________________
Printed Name:______________________________
Title:_______________________________________

Bowhead Business and Technology Solutions, LLC

By:________________________________________
Printed Name:______________________________
Title:_______________________________________
EXHIBIT A

SAMPLE INVOICE
EXHIBIT B

BUDGET
Manager, Nevada Institute for Autonomous Systems

Summary

Responsible for the management of the Nevada institute for Autonomous Systems (NIAS) day to day operations, objectives, communications, and administration under the direction of the NIAS Board of Directors.

Primary Responsibilities

Operations and Administration

- Leads complex contract negotiations and manages all changes in and addendums to existing contracts
- Analyzes all requirements and provisions in contract, including terms and conditions, to ensure compliance with all laws and regulations and company policies and procedures
- Ensures that contracts are executed in accordance with NIAS and State of Nevada guidelines
- Monitors the performance of each signed contract
- Specifically monitors the operation and performance of the Program Management Office
- Ensures that goals are accomplished by contract implementation
- Coordinates with the finance department to ensure correct billing and collection of contractual revenues, and ensure correct, accurate, and timely payment of vendors
- Serves as direct point of contact for NIAS with legal and accounting professionals
- Coordinates all aspects of board meetings
- Conducts analysis of new laws, regulations, and contract trends to determine potential impact on the business
- Identifies potential improvements to existing policies
- Supports the growth of the business

Communications

- Develops effective communications plan
- Develops varied and integrated communications products including website, print, publications, newsletters, online communications, media and public relations
- Serves as editor for the development, production and maintenance of the company's internal and external communication vehicles

Outreach and Industry Development

- Develop, integrate, and implement activities designed to enhance autonomous systems industry in the State of Nevada
- Cultivate and maintain strong industry relationships
- Enhance meaningful relationships with targeted, high-level external audiences

Other Duties as assigned

Required Knowledge, Skills, and Abilities

- Possesses a working knowledge of company policies and procedures
- Demonstrates excellent written, verbal, and presentation skills
- Exhibits strong analytical and critical thinking abilities
- Possesses excellent persuasion, negotiation, and judgment skills
- Maximizes performance of individuals, teams and matrixed internal/external organizations through exceptional management skills
- Possesses extensive knowledge of federal, state, and local laws, regulations and codes

Education and Experience

- Bachelor's degree
- Combined 7 years of experience in contract preparation and management and personnel management experience