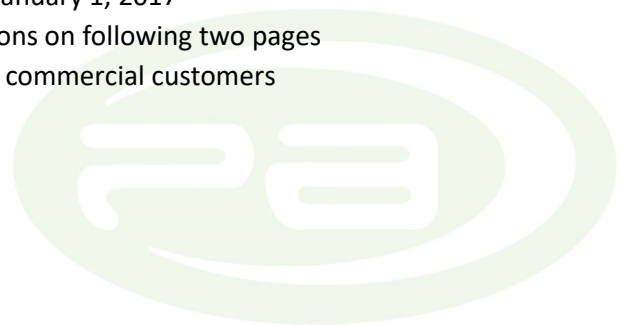


**PROFESSIONAL SERVICES -- COMMERCIAL PRICE LIST**

<u>POSITION</u>	<u>RATE</u> <u>(\$/HR.)</u>
Power Systems Support Engineer	115.50
Power Systems Engineer	141.75
Senior Power Systems Engineer	189.00
Director of Power Engineering	189.00
Executive Integrated Solutions Chief Operating Officer	237.30
	283.50
Software Engineer Enterprise Architect	93.45
Financial Analyst Lead	119.70
Senior Program Manager	141.75
Executive Integrated Solutions Chief Technology Officer	162.75
	200.55
	241.50
Design Assistant	81.90
Senior Designer	105.00
Design Manager	124.95
Admin/Tech Editor	79.80

- notes:**
- 1.) Prices effective January 1, 2017
  - 2.) Terms & Conditions on following two pages
  - 3.) Prices for use by commercial customers



## TERMS & CONDITIONS

### 1. STANDARD OF PRACTICE AND CARE

Services performed by POWER ANALYTICS CORPORATION under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

### 2. ADDITIONAL SERVICES

Services not expressly included herein are defined as additional services and shall not be performed until approved and authorized in writing by the Client.

### 3. TIME FOR RENDERING SERVICES

POWER ANALYTICS CORPORATION will perform services following a mutually agreed to schedule consistent with sound professional practices. Timelines will normally be specified in each proposal.

### 4. PAYMENT FOR SERVICES

Payment for services rendered will be due upon receipt of invoice. Services will be billed monthly based on the progress of work accomplished. A service charge of 1.5% per month (18% per annum) will be applied to payments that are not received by POWER ANALYTICS CORPORATION within a period of one month from the date of the invoice under this agreement. Client shall be liable for all costs of collection, including, but not limited to, court costs, filing fees, service fees, reasonable attorney's fees, and staff and principal time at our prevailing hourly rates for default of any payments due.

### 5. REIMBURSABLE EXPENSES

Reimbursable expenses will be billed to the Client in addition to the fee at the rate of 1.1 times actual expenditures. Reimbursable include the following:

- Project-related transportation and living expenses.
- Project-related reproductions, deliveries, postage, photographs, specifications, and reports.

### 6. OWNERSHIP OF DOCUMENTS

All documents produced by POWER ANALYTICS CORPORATION under this agreement shall remain the property of POWER ANALYTICS CORPORATION and may not be used by the Client for any other endeavor without the written consent of POWER ANALYTICS CORPORATION.

### 7. RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to either the Client or POWER ANALYTICS CORPORATION, the Client agrees that, to the fullest extent permitted by law, POWER ANALYTICS CORPORATION's total liability to the Client shall not exceed the total amount of POWER ANALYTICS CORPORATION's fee. This may be due to, but is not limited to, any or all of the following causes: injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement.

#### 8. EXISTING SYSTEMS

The design may require that POWER ANALYTICS CORPORATION determine existing conditions. POWER ANALYTICS CORPORATION will review documents provided by the Client and make visual observations at the site to determine these conditions. Through subsequent detailed site investigations or construction operations, existing conditions may be found to vary from these findings. Such variances may necessitate Scope of Services and fee revisions. The Client hereby agrees that POWER ANALYTICS CORPORATION shall be compensated for additional design services and shall not be held responsible for additional construction costs or damages arising from such variances.

#### 9. THIRD-PARTY MATERIALS

Power Analytics does not warrant or support hardware, software, or information provided by third parties, irrespective of whether these materials and data are used in the completion of the Study. Should deviations in these materials be discovered, and found to affect the project deliverables, Client agrees that POWER ANALYTICS CORPORATION shall be compensated for additional design services and shall not be held responsible for additional construction costs or damages arising from such variances.

#### 10. PROJECT SUSPENSION OR TERMINATION

If the project is suspended for more than 90 days, or abandoned in part, or terminated, the Client shall pay POWER ANALYTICS CORPORATION for services performed prior to receipt of written notice of such suspension or abandonment or termination, together with reimbursable expenses and all termination expenses. The fee will require renegotiation if the project is restarted.

#### 11. PROPOSAL ACCEPTANCE

This proposal is void if not accepted within 30 days of the date of the delivery. In order to accept a POWER ANALYTICS CORPORATION proposal, issue a purchase order for referenced proposal.

#### 12. WARRANTY

Client has 60 business days from receipt of project deliverables to review them and request edits and clarifications (the "Review Period"). After the expiration of the Review Period and, if required, the subsequent delivery of the amended deliverables by POWER ANALYTICS CORPORATION to Client, the project and project deliverables are deemed to be accepted in full. All requests for edits and clarifications occurring after the Review Period, occurring after one round of requested edits, or constituting a change in scope, will require a change order.

#### 13. APPLICABLE LAW

Unless otherwise specified, this agreement shall be governed by the laws of the State of North Carolina.

