

Control Ability LLC

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Rates	Dollars (US)	Conditions
Regular service	\$100.00	Per hour, up to 8 hours of service between 7:00 AM and 6:00 PM Monday through Friday. 4 hours minimum billing.
Overtime service	\$150.00	Per hour, in excess of 8 hours of regular service time, or any hours before 7:00 AM or after 6:00 PM Monday through Friday. All service hours on Saturday except as specified by Premium Service rate.
Premium service	\$200.00	Per hour, in excess of 8 hours Saturday, All Sunday hours and all Holiday hours.
Auto Mileage rate	\$0.50	Per mile of travel by company vehicle round trip from base of operations to customer facility. Round trip to/from the airport when air travel is used.
Overnight expense charges	At cost	Cost of hotels, meals, fares, tips, tolls, rental cars and fuel. Other miscellaneous items may also be charged.
Hold over and standby time	\$800.00	Per day charge in lieu of incurring expenses for round trip travel to base of operations. Overnight expense is not included.
Daily service rate	\$1000.00	Fixed price for up to 8 hours of regular service time with per diem overnight expenses included.

Notes: Daily service time not to exceed 12 hours. Round trip travel time from base of operations to customer location will be billed as service time using the rate appropriate to the time periods and days outlined above. Cost for parts or special equipment will be the responsibility of the customer. Cost of equipment rentals connected with troubleshooting or startup will be the responsibility of the customer. Rates specified above may be subject to sales tax. All rates displayed above are net prices. See Control Ability LLC terms and conditions document supplied.

ISSUE OF AN ORDER, TO CONTROL ABILITY LLC, FOR SERVICE WILL BE CONSIDERED AS CONFIRMATION THAT THE BUYER IS IN AGREEMENT WITH THE TERMS AND CONDITIONS SUPPLIED WITH THIS RATE SHEET.

Control Ability LLC

Terms and Conditions of Sale

General

These terms and conditions of sale only apply to purchases of services directly from Control-Ability LLC.

Sales outside of the United States of America may be subject to separate or supplemental terms and conditions of sale. Further information will be made available pursuant to a request for said services outside the United States of America by those requiring it. These terms and conditions of sale are as in effect at the time of publication and are subject to change at any time.

These terms and conditions of sale (along with any associated written specification, quotation and/or supplemental terms and conditions provided by Control-Ability LLC, hereafter known as "Seller") exclusively will govern the sale or licensing by Seller of all services (including training, programming, maintenance, engineering, and consultation, hereinafter identified as "Services") furnished to Buyer hereunder, whether such sale is effected by paper-based transactions or via facsimile, and represents the entire agreement between Buyer and Seller with respect thereto. Buyer's receipt or acceptance of delivery of any of the Services ordered or purchased hereunder will constitute its acceptance of these terms and conditions. No addition or modification to these terms and conditions will be binding on Seller unless agreed to in writing signed by an authorized representative at Seller's headquarters. Seller objects to and rejects other terms and conditions that may be proposed by Buyer or that appear on or are referenced in Buyer's purchase order or requisition that are in addition to or otherwise not consistent with the terms and conditions set forth or referenced herein.

Payment Terms

Net payment is due thirty (30) days from the date of invoice with ongoing approved credit as determined by Seller. Seller may render partial invoices and require progressive payments. Seller reserves the right to render invoices electronically and to receive payment by way of electronic funds transfer. Payment by credit card, when permitted, is subject to credit card validation and authorization both at time of agreement and immediately prior to shipment. Seller reserves the right to suspend any further performance hereunder or otherwise in the event payment is not made when due. No payment by offset is permitted. Interest charges will be added to overdue invoices at the rate of 1.5% per month (subject to any limit imposed by applicable law).

Two (2) percent discount may be applied to the gross amount of all service time per the service time line item on the invoice. This option is available if payment is made within ten (10) days of the date of invoice. Expenses are not subject to net ten (10) days discount and as such, are to be paid at the line item amount per the invoice.

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Warranty

Seller makes no representation or warranty, express or implied, that the work provided will lead to a satisfactory result. Service is provided on a best effort basis and as such the Seller will make every effort to determine the best course of action toward a satisfactory conclusion. Seller warrants that Services (e.g., training, on-site repair, engineering and custom application programming services) will be performed by appropriately skilled personnel employed or retained by Seller.

Buyer Specifications/Compatibility

Seller does not warrant and will not be liable for any design, materials, construction criteria or goods furnished or specified by Buyer (including that sourced from other manufacturers or vendors specified by Buyer). Any warranty applicable to such Buyer-specified items will be limited solely to the warranty, if any, extended by the original manufacturer or vendor directly or indirectly to Buyer. Seller does not warrant the compatibility of goods supplied by other manufacturers or Buyer's application except to the extent expressly represented in Seller's published specifications or written quotation.

Remedy of Incidental Damage to Buyer Electrical Equipment

Seller agrees to correct damage caused by accidental incident, limited to, at Seller's option, the replacement, repair, re-performance or modification of, or issuance of a credit for the purchase price, of the Buyer's control equipment damaged by Seller, where applicable, only after the return of such equipment pursuant to Seller's instructions. Replacement equipment may be new, remanufactured, refurbished or reconditioned at Seller's discretion. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising there from.

Such remedy shall be available only if (a) Seller is provided written notice of the warranty claim within fifteen (15) days of Seller's completion of services and (b) Seller's examination discloses that any alleged defect has not been caused by misuse; neglect; improper installation, operation, maintenance, repair, alteration or modification by other than Seller; accident; or unusual deterioration or degradation of the equipment or parts thereof due to physical environment or electrical or electromagnetic noise environment.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR PERFORMANCE OR APPLICATION WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

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Disclaimer and Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER WILL NOT BE LIABLE FOR ANY BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, ANTICIPATED SAVINGS, DATA, CONTRACT, GOODWILL OR THE LIKE (WHETHER DIRECT OR INDIRECT IN NATURE) OR FOR ANY OTHER FORM OF INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, WHETHER OR NOT INSURED, WILL NOT EXCEED THE COST OF THE REMEDY STATED ABOVE GIVING RISE TO THE CLAIM OR LIABILITY. SELLER DISCLAIMS ALL LIABILITY RELATIVE TO GRATUITOUS INFORMATION OR ASSISTANCE PROVIDED BY, BUT NOT REQUIRED OF SELLER HEREUNDER. ANY ACTION AGAINST SELLER MUST BE BROUGHT WITHIN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION

ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION HEREOF AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF SELLER'S VENDORS, APPOINTED DISTRIBUTORS AND OTHER AUTHORIZED RESELLERS AS THIRD-PARTY BENEFICIARIES. EACH PROVISION HEREOF WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

Order Cancellation

Cancellation by Buyer prior to departure from Seller's home office is permitted. Confirmation by facsimile or other electronic method is acceptable. Otherwise an invoice will be mailed to Buyer facility advising of the payment to Seller of reasonable cancellation expenses, including reimbursement for direct costs. Cancellation charges associated with orders for custom Services or Services specifically designed to Buyer's specification may equal the actual selling price of the Services. Seller has the right to cancel an order for cause at any time by prior written notice, and Seller will be entitled to cancellation charges as identified above. No termination by Buyer for cause will be effective unless and until Seller has failed to correct such alleged cause within forty-five (45) days after receipt of Buyer's written notice specifying such cause.

Force Majeure

Seller will not be liable for any loss, damage or delay arising out of its failure (or that of its subcontractors) to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God, acts or omissions of Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation, or transportation embargoes. In the event of such

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delay, Seller's performance date(s) will be extended for such length of time as may be reasonably necessary to compensate for the delay.

Government Clauses and Contracts

Application of government contract regulations and clauses to the Services or the agreement evidenced by these terms and conditions are subject to the separate review and consent by an authorized representative at Seller's headquarters. Services sold or licensed hereunder are not intended to be used, nor should they be used, in any nuclear-related application either as a "Basic Component" as defined under United States nuclear regulations or under similar nuclear laws and regulations of any other country or otherwise.

Disputes

The parties will attempt in good faith promptly to resolve any dispute arising hereunder by negotiations between representatives of the parties who have authority to settle the dispute. If unsuccessful, the parties further will attempt in good faith to settle the dispute by non-binding third-party mediation, with mediator fees and expenses apportioned equally to each side. Any dispute not so resolved by negotiation or mediation shall then be submitted to binding arbitration in accordance with the rules and procedures of the American Arbitration Association, said arbitration proceedings to be held in York County, Pennsylvania. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.

Governing Law and Forum

The agreement evidenced hereby and all disputes arising there under will be governed by and interpreted in accordance with the laws and will be subject to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania. Should any term or provision hereof be held wholly or partly invalid or unenforceable under applicable law, the remainder of the agreement evidenced hereby will not be affected thereby.

Assignment

The agreement evidenced hereby may not be assigned by either party without the written consent of the other (which consent will not be unreasonably withheld). However, consent will not be required for internal transfers and assignments as between Seller and its sub contractors or affiliates as part of a consolidation, merger or any other form of corporate reorganization.