



Global Energy Advantage

Global Energy Advantage, Inc Software as a Service And Professional Services , Consulting AGREEMENT

This SaaS Agreement ("Agreement") is entered into as of the Effective Date between the Licensee and Global Energy Advantage, Inc. Corporation, a North Carolina corporation.

Table with 2 columns: Subscriber Address and Effective Date. Subscriber: Global Energy Advantage, Inc (GEA), 100 E.Six Forks Road, Suite 315, Raleigh, NC 27560. Effective Date: _____, 201__

Global Energy Advantage, Inc SOFTWARE AS A SERVICE AGREEMENT V.2 IMPORTANT-READ THIS GEA SOFTWARE AS A SERVICE AGREEMENT (THIS "AGREEMENT") CAREFULLY BEFORE ACCEPTING THIS AGREEMENT THROUGH AN ORDERING DOCUMENT THAT INCORPORATES THIS AGREEMENT (THE "ORDERING DOCUMENT"), YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

A. Agreement Definitions

"You" and "your" refers to the individual or entity that has ordered software as a service from GEA America, Inc. ("GEA ") or an authorized distributor by executing the ordering document that accompanies and incorporates this GEA software as a service agreement (collectively, the "agreement").

B. Applicability of Agreement

This software as a service agreement is valid for the ordering document which this agreement accompanies. REFERENCE #

C. Rights Granted

Upon GEA 's acceptance of your order and for the duration of the services term defined in the ordering document, you have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the services solely for your internal business operations and subject to the terms of the agreement.

specified in the ordering document in excess of the scope and/or duration of the services. Upon the end of the agreement or the services thereunder, your right to access or use the GEA programs specified in the ordering document and the services shall terminate.

D. Ownership and Restrictions

You retain all ownership and intellectual property rights in and to your data. GEA or its licensors retain all ownership and intellectual property rights to the services and GEA programs. GEA retains all ownership and intellectual property rights to anything developed and delivered under the agreement. Third party technology that may be appropriate or necessary for use with some GEA programs is specified in the program documentation or ordering document as applicable. Your right to use such third party technology is governed by the terms of the third party technology license agreement specified by GEA and not under the agreement. You may not:

- remove or modify any program markings or any notice of GEA's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to GEA ;
- disclose results of any services or program benchmark tests without GEA's prior written consent; and
- license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the services, GEA programs or materials available, to any third party other than, as expressly permitted under the terms of the agreement. The rights granted to you under the agreement are also conditioned on the following:

- the rights of any user licensed to use the services (e.g., on a "named user" basis) cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another authorized user, in which case the prior authorized user shall no longer have any right to access or use the license);
- except as expressly provided herein, no part of the services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
- you agree to make every reasonable effort to prevent unauthorized third parties from accessing the services.

E. Warranties, Disclaimers and Exclusive Remedies

GEA warrants that the services will perform in all material respects in accordance with the services policies referenced in the ordering document. If the services provided to you for any given month during the services term were not performed as warranted, you must provide written notice to GEA as specified in the ordering document no later than five business days after the last day of that particular month or within such other period stated in the ordering document. GEA DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT GEA WILL CORRECT ALL SERVICES ERRORS. YOU ACKNOWLEDGE THAT GEA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. GEA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. FOR ANY BREACH OF THE ABOVE WARRANTIES, GEA WILL REMIT A SERVICES FEE CREDIT TO YOU CALCULATED AT TEN PERCENT (10%) OF NET MONTHLY FEES FOR THE APPLICABLE SERVICES FOR THE MONTH IN WHICH THE BREACH OCCURRED. THE CREDIT WILL BE PROVIDED ONLY TOWARDS ANY OUTSTANDING BALANCE FOR SERVICES OWED TO GEA, AND THE REMITTANCE OF SUCH CREDIT WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND GEA'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE

F. Trial Use of the Services

If specified in the ordering document, you may order certain services for trial, nonproduction purposes subject to the terms and conditions of the agreement. Services acquired for trial purposes are provided “as is” and GEA does not offer any warranties for such services.

G. Indemnification

If a third party makes a claim against either you or GEA (“Recipient” which may refer to you or GEA depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, or material (“Material”) furnished by either you or GEA (“Provider” which may refer to you or GEA depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following: • notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law); • gives the Provider sole control of the defense and any settlement negotiations; and • gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim. If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects GEA’s ability to meet its obligations under the relevant order, then GEA may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider’s user documentation or services policies or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon (i) any information, design, specification, instruction, software, data, or material not furnished by the Provider, or (ii) any Material from a third party portal or other external source that is accessible to you within or from the service (e.g., a third party Web page accessed via a hyperlink). GEA will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by GEA. GEA will not indemnify you for infringement caused by your actions against any third party if the services as delivered to you and used in accordance with the terms of the agreement would not otherwise infringe any third party intellectual property rights. GEA will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of the agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of the agreement. This section provides the parties’ exclusive remedy for any infringement claims or damages.

H. Support Services

Support services provided under the agreement are specified in the services policies referenced in the ordering document.

I. End of Agreement

Services provided under this software as a service agreement shall be provided for the period defined in the ordering document unless earlier terminated in accordance with the agreement. The term of the services and any renewal years are collectively defined as the “services term.” At the end of the services term, all rights to access or use the services, including the GEA programs listed in the ordering document, shall end. If either of us breaches a material term of the agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the applicable ordering document under which the breach occurred. If GEA ends the ordering document as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for the services ordered under the agreement plus related taxes and expenses. If GEA ends the services under the Indemnification section, you must pay within 30 days all amounts remaining unpaid for services plus related taxes and expenses. The nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under the agreement, you may not use the services ordered. You further agree that if you have used an GEA Financing Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the services that are subject to such contract. In addition, GEA may immediately suspend your password, account,

and access to or use of the services (i) if you fail to pay GEA as required under the agreement and do not cure within the first ten days of the 30 day cure period, or (ii) if you violate any provision within sections C, D, N or R of this software as a service agreement. GEA may terminate the services hereunder if any of the foregoing is not cured within 30 days after GEA's initial notice thereof. Any suspension by GEA of the services under this paragraph shall not excuse you from your obligation to make payment(s) under the agreement. At your request, and for a period of up to 60 days after the termination of the applicable ordering document, GEA may permit you to access the services solely to the extent necessary for you to retrieve a file of your data then in the services environment.

You agree and acknowledge that GEA has no obligation to retain your data and that your data may be irretrievably deleted after 60 days following the termination of the ordering document. Provisions that survive termination or expiration of the agreement are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

J. Fees and Taxes

You agree to pay for all services ordered as set forth in the applicable ordering document. All fees due under the agreement are non-cancelable and the sums paid nonrefundable. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that GEA must pay based on the services you ordered, except for taxes based on GEA's income. You will reimburse GEA for reasonable expenses related to providing any on-site portion of the services. Fees for services listed in an ordering document are exclusive of taxes and expenses. All amounts invoiced hereunder are due and payable within 30 days of the date of the invoice. You agree that you have not relied on the future availability of any services, programs or updates in entering into the payment obligations in the ordering document; however, the preceding does not relieve GEA of its obligation to deliver services that you have ordered per the terms of the agreement.

K. Nondisclosure

By virtue of the agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under the agreement. Confidential information shall be limited to the terms and pricing under the agreement, your data residing in the services environment, and all information clearly identified as confidential at the time of disclosure. A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party. We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure in a manner no less protective than under the agreement. GEA will protect the confidentiality of your data residing in the services environment in accordance with the GEA security practices specified in the services policies referenced in the ordering document. Nothing shall prevent either party from disclosing the terms or pricing under the agreement in any legal proceeding arising from or in connection with the agreement or from disclosing the confidential information to a governmental entity as required by law

L. Entire Agreement

You agree that the agreement (including the information which is incorporated into the agreement by written reference (including reference to information contained in a URL or referenced policy), is the complete agreement for the services ordered by you, and that the agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. If any term of the agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the agreement. It is expressly agreed that the terms of the agreement, including any GEA ordering document, shall supersede the terms in any purchase order or other non-GEA document and no terms included in any such purchase order or other non-GEA document shall apply to the services ordered. The agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the GEA Store by authorized representatives of you and of GEA.

M. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THE AGREEMENT), DATA, OR DATA USE. GEA 'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SOFTWARE AS A SERVICE AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO GEA FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ANY DAMAGE IN YOUR FAVOR AGAINST GEA SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THE AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY.

N. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the services. You agree that such export control laws govern your use of the services (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology

O. Other

1. GEA is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. 2. You shall obtain at your sole expense any rights and consents from third parties necessary for GEA and its subcontractors to perform the services under the agreement. 3. The agreement is governed by the substantive and procedural laws of North California and you and GEA agree to submit to the exclusive jurisdiction of, and venue in, the courts in Wake , County in North Carolina in any dispute arising out of or relating to the agreement. 4. If you have a dispute with GEA or if you wish to provide a notice under the Indemnification section of this software as a service agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: GEA America, Inc., 100 East Six Forks Road, Raleigh NC , USA, Attention: General Counsel, Legal Department. GEA may give notice applicable to GEA 's software as a service customer base by means of a general notice on the GEA portal for the services, and notices specific to you by electronic mail to your e-mail address on record in GEA 's account information or by written communication sent by first class mail or pre-paid post to your address on record in GEA 's account information. 5. You may not assign the agreement or give or transfer the services or an interest in them to another individual or entity. If you grant a security interest in any portion of the services, the secured party has no right to use or transfer the services or any deliverables, and if you decide to finance your acquisition of the services, you will follow GEA 's policies regarding financing which are at <http://GEA.com/contracts>. 6. Except for actions for nonpayment or breach of GEA 's proprietary rights, no action, regardless of form, arising out of or relating to the agreement may be brought by either party more than two years after the cause of action has accrued. 7. GEA may audit your use of the services. You agree to cooperate with GEA 's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the services in excess of your rights. If you do not pay, GEA can end your services and/or the agreement. You agree that GEA shall not be responsible for any of your costs incurred in cooperating with the audit. 8. The Uniform Computer Information Transactions Act does not apply to this software as a service agreement or orders placed under it. You understand that GEA 's business partners, including any third party firms retained by you to provide computer consulting services, are independent of GEA and are not GEA 's agents. GEA is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as an GEA subcontractor on an engagement ordered under this software as a service agreement.

P. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the services.

Q. Your Data

In performing the services, GEA will comply with the GEA Services Privacy Policy. . The GEA Services Privacy Policy is subject to change at GEA's discretion; however, GEA policy changes will not result in a material reduction in the level of protection provided for your data during the period for which fees for the services have been paid. The services policies referenced in your ordering document specifies our respective responsibilities for maintaining the security of your data in connection with the services. GEA reserves the right to provide the services from locations, and/or through use of subcontractors, worldwide. GEA subscribes to the United States/European Union Safe Harbor Principles, and as a result, appears on the U.S. Department of Commerce Safe Harbor list (available at <http://www.export.gov/safeharbor>) as of the effective date of this software as a service agreement. GEA's Safe Harbor certification specifically includes GEA's performance of hosting services for customer provided personal information. You agree to provide any notices and obtain any consents related to your use of the services and GEA's provision of the services, including those related to the collection, use, processing, transfer and disclosure of personal information. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your data.

R. Restrictions on Use of the Services

You agree not to use or permit use of the services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to GEA under the agreement, GEA reserves the right to remove or disable access to any material that violates the foregoing restrictions. GEA shall have no liability to you in the event that GEA takes such action. You agree to defend and indemnify GEA against any claim arising out of a violation of your obligations under this section.

S. Services Tools

GEA may use tools, scripts, software, and utilities (collectively, the "tools") to monitor and administer the services and to help resolve your GEA service requests. The tools will not collect, report or store any of your data residing in the service production environment, except as necessary to troubleshoot service requests or other problems in the service. Data collected by the tools (excluding production data) may also be used to assist in managing GEA's product and service portfolio and for license management. You agree that (a) except as set forth in the following paragraph, you may not access or use the tools, and (b) you will not use or restore the tools from any tape backup at any time following termination of the agreement. If GEA provides you with access to or use of any tools in connection with the services, your right to use such tools is governed by the license terms that GEA specifies for such tools; however, if GEA does not specify license terms for such tools, you shall have a non-transferable, non-exclusive, limited right to use such tools solely to facilitate your administration and monitoring of your services environment, subject to the terms of the agreement. Any such tools are provided by GEA on an "as is" basis and GEA does not provide technical support or offer any warranties for such tools. Your right to use such tools will terminate upon the earlier of GEA's notice (which may be through posting on <https://support.GEA.com> or such other URL designated by GEA), the end of the services term, or the date that the license to use such tools ends under the license terms specified for such tools.

T. Statistical Information

GEA may compile statistical information related to the performance of the services, and may make such information publicly available, provided that such information does not incorporate your data and/or identify your confidential information or include your company's name. GEA retains all intellectual property rights in such information.

U. Third Party Web Sites, Content, Products and Services

The services may enable you to add links to Web sites and access to content, products and services of third parties, including users, advertisers, affiliates and sponsors of such third parties. GEA is not responsible for any third party Web sites or third party content provided on or through the services and you bear all risks associated with the access and use of such Web sites and third party content, products and services.

V. Customer Reference

You agree (i) that GEA may identify you as a recipient of services and use your logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by GEA on GEA .com for promotional purposes.

W. Other Services.

1. Professional Services.

In addition to the Service, Customer may purchase certain premium services ("**Professional Services**" or sometimes referred to as GEA Premier), which Professional Services may be customized pursuant to a mutually agreed upon written statement of work provided to Customer upon the earlier of its request or its selection of desired Professional Services (each a "**Statement of Work**"). The Professional Services are provided by GEA separate and distinct from the Service and are not required for Customer's use or enjoyment of the Service. In the event of any conflict between any term or condition set forth in this Agreement and in a Statement of Work, the terms and conditions of this Agreement shall govern, unless the parties expressly agree otherwise in such Statement of Work. Any Statement of Work may be modified or amended only with the written consent of each of GEA and Customer. Any Professional Services purchased by Customer shall be used by Customer within the term of the applicable Sales Order.

2. Monitoring.

This Section W.2 sets forth the terms and conditions governing GEA ' provision and Customer's use of the monitoring service provided by GEA or its affiliate(s) (the "Monitoring Service") and only applies if such service is included on the Ordering Document , or is part of a suite of purchased services, in either case, the Monitoring Service shall be considered part of the Service. (i) GEA will monitor Customer's energy information feeds. GEA reserves the right, in its sole and absolute discretion, to refuse to undertake any monitoring that GEA reasonably deems improper or unlawful. (ii) Customer agrees that content provided to Customer through the use of the Monitoring Service will not be resold, republished or otherwise systematically distributed to third parties in any form, including but not limited to via an intranet, extranet or internet site. (iii) Customer acknowledges and agrees that in providing the Service, GEA will supply information prepared or authored by others ("Third Party Content"), and GEA is not responsible for the content of any such Third Party Content. GEA makes no representation or warranty, whether express or implied, regarding the origin, accuracy, correctness, completeness, subject matter, content, or editorial approach of any Third Party Content. (iv) Customer acknowledges and agrees that the Third Party Content monitored by GEA may be subject to copyrights owned by third parties. GEA does not imply, represent or warrant, by virtue of supplying information incorporating Third Party Content, that GEA holds or grants any license to use any content. Customer's use of any content shall be at Customer's sole risk and expense and usage may be subject to restrictions imposed by one or more third-party copyright owners, and Customer agrees that it shall comply with any such restrictions. (v) GEA does not represent or warrant that any specific sources will be monitored. GEA reserves the right to change the sources that it monitors at any time. GEA may need administrative access to Customer's platform in order to provide the Monitoring Service.

3. Consulting

The Company hereby retains Consultant, and Consultant agrees to be retained by the Company, to perform the Services as a consultant to the Company on the terms and subject to the conditions set forth in this Agreement. The parties agree that Consultant shall be retained by the Company as an independent contractor on a consulting basis and not as an employee of the Company. The conduct of Consultant's work is solely within the discretion of Consultant. Consultant agrees that it shall not be entitled, as a result of this Agreement, to any of the benefits under any employee benefit plan which the Company, its affiliates or subsidiaries, presently has in effect or may put into effect, nor shall it be considered an employee for purposes of any tax or contribution levied (whether through withholding or otherwise) by any federal, state, or municipal government.

Duties of Consultant. During the term of this Agreement, Consultant shall provide the Company the time, services, skill and ability reasonably requested by the Company and reasonably acceptable to Consultant, within the scope of the services enumerated within the agreement . Consultant agrees to perform all services rendered pursuant to this Agreement in a good and professional manner. Consultant's duties shall include, analysis of energy system, but shall not be limited to, the following: providing electrical assessment and other duties as reasonably specified by the Company and consistent with the Services to be provided by Consultant under the terms of this Agreement.

Accepted by Subscriber :

By: _____

Name: _____

Title: _____

Accepted by:

GEACORPORATION

By: _____

Name: _____

Title: _____

**Attachment 1
Products, Services and Fees**

[Provided separately]

Attachment 2
Support Services Terms and Conditions

[Provided separately]