

TERMS AND CONDITIONS

1. Fees/Expenses/Taxes.

FIXED FEE - for project that includes expenses (billed monthly)

Client agrees to pay Consultant the Fee amount set forth on the face hereof during the Term for the Services pursuant to this Authorization. The Fee will be allocated over the Term and will be billed on a monthly basis.

FEE PLUS ACTUAL EXPENSES

Client agrees to pay Consultant the Fee amount set forth on the face hereof during the Term for the Services pursuant to this Authorization. The Fee will be allocated over the Term and will be billed on a monthly basis. Client further agrees to reimburse Consultant for all reasonable expenses incurred by Consultant in connection with the performance of services pursuant to this authorization, including, without limitation, Other Charges (e.g., Technical Support, including Drafting, Computer Assistance, etc.; Travel, including Transportation, Meals, Lodging and Relocation) as incurred and Allocated Expenses (e.g., Communications, Document Preparation and Reporting, Telephone, Facsimile and Telex, Computer Usage, Courier, etc.) as a percentage of Fees.

FIXED MONTHLY FEE – Until Project Completion

Client agrees to pay Consultant the Fee set forth on the facing page each month during the period that the Consultant is performing the Services.

MONTHLY FEE PLUS ACTUAL EXPENSES – Until Project Completion

Client agrees to pay Consultant the Fee set forth on the facing page each month during the period that the Consultant is performing the Services. Client further agrees to reimburse Consultant for all reasonable expenses incurred by Consultant in connection with the performance of services pursuant to this authorization, including, without limitation, Other Charges (e.g., Technical Support, including Drafting, Computer Assistance, etc.; Travel, including Transportation, Meals, Lodging and Relocation) as incurred and Allocated Expenses (e.g., Communications, Document Preparation and Reporting, Telephone, Facsimile and Telex, Computer Usage, Courier, etc.) as a percentage of Fees.

In each case, all payments by Client to Consultant hereunder for fees and expenses shall be net of any sales or service tax, VAT or any other tax of any kind whatsoever imposed by a governmental authority with respect to the services rendered or expenses incurred hereunder (other than a tax imposed upon the income or profits of Consultant), and Client agrees to pay any such tax whenever such tax shall be imposed by a governmental authority and to reimburse Consultant for any future payments of such tax made by Consultant to a governmental authority.

2. **Payment.** Consultant's invoices for fees and expenses shall be due and payable in full immediately upon receipt by Client. Invoices not paid within thirty (30) days from the invoice date shall bear interest from the invoice date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less. Time is of the essence of all payments due under this authorization, and in the event any payment due Consultant is collected at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, Client agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.

3. **Confidentiality.** Consultant agrees to treat as confidential (i) all proprietary information of Client submitted to Consultant by Client as being confidential; and (ii) all proprietary information of Client acquired by Consultant in the course of performing services hereunder, including, but not limited to, information regarding equipment, special processes or products developed by Client, and data concerning Client's financial condition, wages, prices, price lists, discounts and similar matters; provided, however, that Consultant will not be obligated to treat as confidential any information that is generally known, or becomes generally known, to the public or to the industry, or known to, or in the possession of, Consultant prior to its entering into this authorization, or any information which, two years after the termination of this authorization, does not constitute a trade secret.

4. **Cooperation.** Client agrees to cooperate fully with Consultant's performance of services pursuant to this authorization. Client further agrees to take any and all actions necessary or convenient to enable Consultant to perform the services contemplated herein in an effective and efficient manner.

5. **Services Performed.** Services performed pursuant to this Agreement may be rendered at the Client's facilities, the Consultant's offices, or such other place or places suitable to or called for by the nature of the Services. Consultant may perform Services, when Consultant deems appropriate and with notice to Client, through subcontractors who will be charged to Client at hourly rates not to exceed the hourly rate of Consultant.

6. **Work Made for Hire.** (a) All designs, drawings, written, graphic or other tangible material produced by Consultant and deliverable to Client pursuant to this Agreement ("Deliverable"), shall be deemed "work made for hire" and Client's sole and exclusive property; provided, however, that, to the extent any such Deliverable incorporates the Consultant's previously existing intellectual property or intellectual property of general utility, such intellectual property shall remain the property of Consultant and Consultant hereby grants to Client, upon payment in full for the Services performed under this Agreement, a perpetual, worldwide, non-exclusive, royalty free license to use such incorporated intellectual property only as part of such Deliverable, with right to sublicense such incorporated intellectual property only in connection with the licensing of such Deliverable. To the extent that any or all of such Deliverable is deemed for any reason not to be a "work made for hire," Consultant agrees to execute at Client's request, and at no further charge to Client, any and all documents Client may deem necessary, appropriate or convenient to effectuate the foregoing. (b) Consultant shall not disseminate the Deliverables referenced in subparagraph (a) above to any other person or entity, provided, however, that Consultant may retain one copy of any Deliverable produced hereunder for its archives ("Archive Copy"), provided further that such Archive Copy shall not be disclosed to third parties except with the written consent of Client or as required by law. (c) If any Deliverable requires a license for export from the U.S. Government, Client hereby agrees to furnish all documentation required by the U.S. Government in connection with obtaining any required export license, and certifies that unauthorized diversion, transshipment or reexportation of such Deliverable in violation of the export license or any applicable law will not be permitted.

7. **Operational Responsibilities.** It is understood and agreed that Consultant will not undertake any operational responsibilities in connection with this engagement and will serve only in an advisory capacity, providing recommendations to Client.

8. **Warranty.** Consultant warrants that any recommendation he makes is consistent with his best engineering judgement with respect to fulfilling the Client's requirements as expressed to Consultant, however, Consultant does not warrant that Client will achieve particular results if such recommendations are followed. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

9. **Limitation of Liability.** In no event shall Consultant be liable to Client, whether in contract or in tort or under any other legal theory, (including, without limitation, strict liability and negligence) for lost profits or revenues, loss of use, or similar economic loss, or for any indirect, special, incidental, consequential or similar damages, arising out of or in connection with the performance of non-performance of this authorization, or for any claim made against Client by any other party, even if Consultant has been advised of the possibility of such claim. In no event shall Consultant's liability under any claim made by Client exceed the total amount of fees theretofore paid by Client to Consultant under this authorization. No action, regardless of form, arising out of or in connection with this authorization may be brought more than one (1) year after the cause of action has arisen.

10. **Waiver.** No failure on the part of any party hereto to exercise, and no delay by such party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto of any breach or default in any term or condition of this authorization shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

11. **Severability.** All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this authorization illegal, invalid or unenforceable. If any term of this authorization shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their agreement with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect.

12. **Termination.** Either party may, at its election, upon thirty (30) days' prior written notice, terminate this authorization; provided, however, that the termination of this authorization shall not affect in any way any right or claim of any party hereto incurred or accruing prior to the date of termination, including without limitation, any right or claim of Consultant for compensation payable for services rendered or reimbursable expenses incurred prior to such termination date. Anything herein to the contrary notwithstanding, the provisions of paragraphs 1, 2, 6, 8, 9 and 14 of this authorization shall survive the termination of this authorization.

13. **Notices.** All notices and other communications required or contemplated hereunder shall be in writing and shall be deemed to have been duly given upon delivery in person or upon the expiration of three (3) days after the date of posting, if mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses appearing on the front hereof.

14. **Governing Law.** Regardless of the place of execution, place of performance or otherwise, this authorization and all amendments, modifications, alterations, or supplements hereto, and the rights of the parties hereunder, shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

15. **Successors.** This authorization shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

16. **Headings.** The headings as to the contents of particular paragraphs are inserted only for convenience and shall not be construed as a part of this authorization or as a limitation on the scope of any of the terms or provisions of this authorization.

17. **Entire Agreement.** This authorization supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and this authorization contains the sole and entire agreement between the parties with respect to the matters covered hereby. This authorization shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.