

**EXHIBIT "A" TO THE SUBPOENA**

**Logical Systems, Inc. 2756 Appling Center Cove Suite 101 Memphis, TN 38133**

The terms "document" and "documents" means(s) any kind of written or graphic matter as defined and encompassed by Rule 34 of the Federal Rules of Civil Procedure, however produced or reproduced, of any kind or description, whether sent or received or neither, including originals, copies and drafts and both sides thereof and including, but not limited to papers, books, letters, photographs, objects, tangible things, correspondence, telegrams, cables, telex messages, emails, electronic messages, text messages, memoranda, notes, notations, work papers, transcripts (including deposition transcripts,), pleadings, minutes, reports, and recordings of telephone or other conversations or of interviews or of conferences, or other meetings, affidavits, statements, summaries, opinions, reports, studies analyses, evaluations, contracts, agreements, journals, statistical records, desk calendars, appointment books, diaries, lists, logs, tabulations, sound recording, documents printouts data processing input, computer data, and photographs or mechanical means and things similar to any of the foregoing however denominated by you.

"You", and/or "your" mean Logical Systems, Inc., and Larry Bailey, President and any of your officer, members, employees, agents, or representatives..

The "Federal Action" means the matter of ECIMOS, LLC V. Carrier Corporation, Case No. 2:15-cv-0276-JPM-cgc, in United States District Court for the Western District of Tennessee.

You are commanded to produce the following, not later than June 4, 2021:

1. Please produce all written communications, regardless of form and including, but not limited to, e-mails, letters, and text messages relating to the bid prepared by Logical Systems, Inc. Carrier Discovery Bates ID C001521 through C001529 specifically C0015213 and your File ID: 13052F\_Carrier Collierville Line 2 Additions Proposal.docm section **1 Scope of Work Section**

Carrier Collierville, TN has need for 4 new Dual Refrigerant Run Test Stations and 4 new Charge Board Panels.

This scope of work was provided via phone conversations and emails between David Gray (LSI), JC Stewart (Carrier), and Roy Gunn (Carrier) as well as a site visit on 8/17/12. An Excel spreadsheet was provided for Run Test I/O definition (Valid Tests.xlsx Dated:9/16/11).

2. Please produce all ECI or ECIMOS “**IPCS**” collected materials obtained from your customers that are or are related to the Carrier ECIMOS IPCS Database Schema and its data contents. Also produce the DALS database schema referenced that you have “an import routine” that operates on the ECIMOS IPCS Database Schema to extract the IPCS test procedures. These requests are identified in the bid prepared by Logical Systems, Inc. Carrier Discovery Bates ID C001521 through C001529, specifically C001524 and your File ID: 13052F\_Carrier Collierville Line 2 Additions Proposal.docm section **3 Software**.

### **3 Software**

For the Run Test stations, an option has been provided in this proposal (pricing for this option is in section 9) for LSI's DALS (Diagnostic Assembly Line System) Software to be utilized. The new DALS software will utilize Carrier's existing SQL Server. A script will be provided for the DALS database generation. An installation package will be generated and provided to Carrier for its use. The installation will allow for unlimited installation of the DALS Office software on office pc's. The DALS Office software package provides access to Program/Subroutine development, Reports, Data Analysis, and Station and Line configuration. The DALS Auto Run test software provides for automatic testing via user configured programs and subroutines, Manual unit testing, Software I/O Calibration, and Auto/Manual Hi-Pot operation. An import routine will be written to import existing IPCS test procedures into DALS software format. The DALS Software is warranted for the life of the system for software defects excluding any travel or hardware expense.

The Charge Boards will utilize Carriers existing in house software.

C001524

3. Please produce all ECI or ECIMOS “**IPCS**” collected material obtained from your customers that are or are related to the ECIMOS Assembled Hardware Drawings, the Run Test ValidTests.txt file for Line 2 Run Test. These requests are identified in the bid prepared by Logical Systems, Inc. Carrier Discovery Bates ID C001521 through C001529, specifically C001525 and your File ID: 13052F\_Carrier Collierville Line 2 Additions Proposal.docm section **7 Client Responsibilities and 7.1 Source Documentation**.

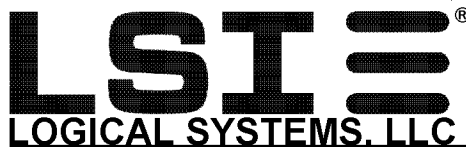
### **7 Client Responsibilities**

#### **7.1 Source Documentation**

United Technologies Carrier is to provide existing drawings for Line 2 Run Test stations to LSI.

United Technologies Carrier is to provide existing Run Test ValidTests.txt file for Line 2 Run Test.

United Technologies Carrier is to provide documentation on existing Carrier communication Protocols for incorporation into the run test station.



**LOGICAL SYSTEMS, LLC.**

P.O. BOX 341321  
Ph 901.377.5574

BARTLETT, TN 38184-1321  
Fax 901.377.1812

Creation Date: August 24, 2012

Last Revision Date: August 24, 2012

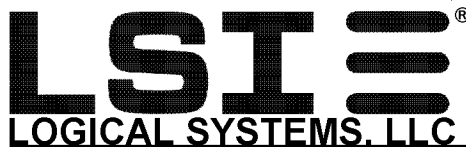
Submitted to: JC Stewart

Submitted by: David Gray

JC Stewart  
United Technologies Carrier  
97 South Byhalia Rd.  
Collierville, TN 38017  
901-854-3000 voice  
[JC.Stewart@Carrier.UTC.com](mailto:JC.Stewart@Carrier.UTC.com)

**Bid Prepared by LOGICAL SYSTEMS, LLC.  
Proposal No. 13052F  
Line 2 Additions  
4 Dual Refrigerant Run Tests and 4 Charge Boards**

This document is confidential information of Logical Systems, LLC and is only for use by United Technologies Carrier and Logical Systems, LLC. All information contained herein is to be strictly controlled and in no case can this information be shared outside of the parties listed here without prior written consent from both parties.



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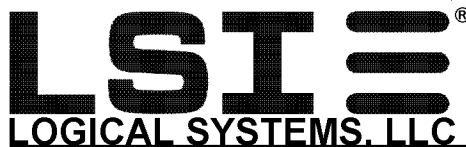
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## Overview

Logical Systems is pleased to present this Fixed Price proposal for the engineering and design services required for the 4 Dual Refrigerant Run Tests and 4 Charge Boards for the Line 2 Additions.

If accepted, this document forms the entire basis for the contract between the two parties. No other terms or agreements, unless explicitly referenced in this document, are agreed to. A written purchase order is required for confirmation of the order and must reference this proposal number.



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## 1 Scope of Work

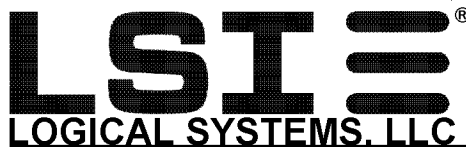
Carrier Collierville, TN has need for 4 new Dual Refrigerant Run Test Stations and 4 new Charge Board Panels.

The new Run Test Stations will be designed to match the existing Line 2 Run Test Stations. Pricing options are included for using either Opto 22 Snap Ethernet I/O or Opto 22 Brick I/O as the existing stations use today. Selecting the Snap Ethernet I/O option for the Run Test stations will require the existing program to be modified (by Others) or optionally replaced with the purchase of the LSI's DALS software package as indicated in the pricing section. Selecting the Brick I/O option would not require an existing program modification but Carrier could choose to replace the existing software with DALS at this time.

The new Charge Board panels are for Line 2. These systems are to match the existing Carrier Charge Boards which utilize Carriers in house Charge Board program. The Charge Board panels are to be setup as dual refrigerant systems but the Coriolis and Red Lion meters for the R22 charging circuit are to be omitted. All other hardware in the panel is to be in place to allow for dual refrigerant charging.

This scope of work was provided via phone conversations and emails between David Gray (LSI), JC Stewart (Carrier), and Roy Gunn (Carrier) as well as a site visit on 8/17/12. An Excel spreadsheet was provided for Run Test I/O definition (Valid Tests.xlsx Dated:9/16/11).

It is recognized by the parties that the aforementioned scope of services is based on the current evaluation and corresponding request by United Technologies Carrier and it is possible that variations in the scope of services specified herein may be adjusted from time to time based on newly found needs and requirements at the facility. In such an event, Logical Systems will use its best efforts to keep United Technologies Carrier informed of any such variations and, in any event, shall receive United Technologies Carrier's advance approval prior to undertaking any variations that will increase the costs of services by Logical Systems to United Technologies Carrier.



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## 2 Equipment

LSI will provide 4 Dual Refrigerant Run Test Stations matching existing Line 2 Stations with all necessary hardware excluding the following:

### 2.1 Customer Supplied Equipment

Qty	Description
1	Computer with 2 NIC cards and 2 serial ports or USB to Serial Adapters
1	Keyboard Wedge Scanner
1	Moisture Analyzer and Moisture Sensor
1	Evaporators with installed valves
1	Hoses and piping
1	Unit Connection Fixtures to attach to cabling
1	Computer mounting hardware
1	Unit Testing Area Enclosure with Door

LSI will provide 4 Dual Refrigerant Charge Board panels matching existing Line 2 panels with all necessary hardware excluding the following:

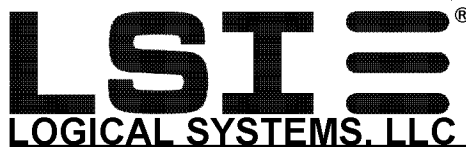
### 2.2 Customer Supplied Equipment

Qty	Description
1	Valve Manifolds, Valves and Hoses from Charge Board
1	Vacuum Pump
1	Computer with Network Card and Sea Level Com Card
1	Keyboard Wedge Scanner
1	Operator PB Station

## 3 Software

For the Run Test stations, an option has been provided in this proposal (pricing for this option is in section 9) for LSI's DALS (Diagnostic Assembly Line System) Software to be utilized. The new DALS software will utilize Carrier's existing SQL Server. A script will be provided for the DALS database generation. An installation package will be generated and provided to Carrier for its use. The installation will allow for unlimited installation of the DALS Office software on office pc's. The DALS Office software package provides access to Program/Subroutine development, Reports, Data Analysis, and Station and Line configuration. The DALS Auto Run test software provides for automatic testing via user configured programs and subroutines, Manual unit testing, Software I/O Calibration, and Auto/Manual Hi-Pot operation. An import routine will be written to import existing IPCS test procedures into DALS software format. The DALS Software is warranted for the life of the system for software defects excluding any travel or hardware expense.

The Charge Boards will utilize Carriers existing in house software.



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## 4 Project Management

LSI will provide knowledgeable personnel for Project Management within LSI's scope.

## 5 On-Site Support

Onsite startup support is covered for the Run Test stations with the purchase of the optional DALSSoftware.

## 6 Installation

Installation and supervision is to be by Carrier.

## 7 Client Responsibilities

### 7.1 Source Documentation

United Technologies Carrier is to provide existing drawings for Line 2 Run Test stations to LSI.

United Technologies Carrier is to provide existing Run Test ValidTests.txt file for Line 2 Run Test.

United Technologies Carrier is to provide documentation on existing Carrier communication Protocols for incorporation into the run test station.

### 7.2 Existing Equipment Condition

It is the responsibility of United Technologies Carrier to ensure that all existing equipment is fully functional and operational to support the scope of this proposal. Any equipment found not to be in satisfactory condition will be repaired or replaced at the owner's expense.

### 7.3 Installation

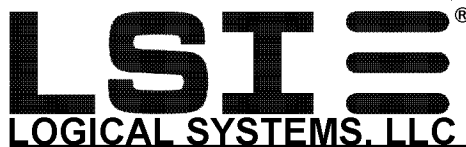
All installation will be provided by others.

### 7.4 Modification of Existing Programming (if applicable)

If the existing obsolete Run Test software is utilized, any and all modifications will be provided by others.

## 8 Schedule

Schedule to be determined ARO.



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## 9 Pricing

**Pricing** Fixed Price *Option 1*: Line 2 Run Test Duplicate (Brick I/O)

Option 1 Run Test Stations	Qty	Cost Each	Total
Line 2 Run Test Engineering and Fabrication	4	\$74,385.00	\$297,540.00
DALS Software and Onsite Startup Support	1	\$45,690.00	\$45,690.00
Taxes (Note 1)			\$0.00
<b>Fixed Price Line Item #1.1</b>			\$343,230.00

**Pricing** Fixed Price *Option 2*: Line 2 Run Test with SNAP-PAC Ethernet I/O

Option 2 Run Test Stations	Qty	Cost Each	Total
Line 2 Run Test Engineering and Fabrication	4	\$68,608.00	\$274,432.00
DALS Software and Onsite Startup Support	1	\$45,690.00	\$45,690.00
Taxes (Note 1)			\$0.00
<b>Fixed Price Line Item #1.2</b>			\$320,122.00

**Pricing** Fixed Price: Line 2 Charge Board Panels

Charge Boards	Qty	Cost Each	Total
Line 2 Dual Refrigerant Charge Board Panel and 1 Flow meter Circuit	4	\$19,116.00	\$76,464.00
Taxes (Note 1)			\$0.00
<b>Fixed Price Line Item #2</b>			\$76,464.00

**NOTES:**

1. Federal, state, or local taxes, fees, or permits are not included. LSI™ will be required to charge and collect sales tax unless furnished with the appropriate exemption documentation.

**Remit Payments to:**

Logical Systems, LLC  
 P O Box 341321  
 Memphis, TN 38184-1321





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## 10 Terms and Conditions

### 10.1 GOVERNANCE OF PROPOSALS

10.1.1 If there is any conflict between this proposal, if accepted and earlier orders or proposals this proposal will govern.

### 10.2 PAYMENT

10.2.1 For Lump Sum or Fixed Price contracts, Customer shall make to Logical Systems, LLC a 40% of Fixed Price payment at placement of order and 60% of Fixed Price on completion.

10.2.2 Payment is due 30 days from post date of invoice. If post date is not determinable, payment is due 30 days from invoice date. User shall pay 1.5% per month of the unpaid balance if amounts are not paid within 65 days of the post date or 65 days of the invoice date if the post date is not determinable. LOGICAL SYSTEMS, LLC shall be entitled to compensation for the cost of collection, including but not limited to interest and/or attorney fees.

10.2.3 Federal, state, or local taxes, fees, or permits are not included. United Technologies Carrier will be required to pay sales tax unless LSI™ is furnished with the appropriate exemption documentation.

### 10.3 DEFINITIONS

10.3.1 LSI™ or Seller – LOGICAL SYSTEMS, LLC

10.3.2 User – United Technologies Carrier

10.3.3 Equipment – The hardware or software (including control system programming) described in the body of the proposal.

### 10.4 VALIDITY OF PROPOSAL

10.4.1 This Proposal is valid for 30 days, unless extended in writing by LOGICAL SYSTEMS, LLC

### 10.5 SALE AND DELIVERY

10.5.1 F.O.B. LSI™ location, unless otherwise specified in the proposal. User to pay all freight and insurance charges from F.O.B. point, and all demurrage, rigging and unloading charges at destination point.

### 10.6 WARRANTY

10.6.1 LOGICAL SYSTEMS, LLC warrants Equipment of its own manufacture to be free from defects in materials and workmanship for a period of twelve (12) months from shipment. THIS WARRANTY EXTENDS ONLY TO THE USER, AND IN NO EVENT SHALL LOGICAL SYSTEMS, LLC BE LIABLE FOR PROPERTY DAMAGE SUSTAINED BY A PERSON DESIGNATED BY THE LAW OF ANY JURISDICTION AS A THIRD PARTY BENEFICIARY OF THIS WARRANTY OR ANY OTHER WARRANTY HELD TO SURVIVE LOGICAL SYSTEMS, LLC'S DISCLAIMER. Replacement parts or software modifications provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the Equipment, as if such parts were original components of the Equipment. With respect to equipment, materials, parts and accessories manufactured by others, LOGICAL SYSTEMS, LLC will undertake to obtain for User the full benefits of the manufacturer's warranties, BUT IN NO EVENT SHALL USER OR ANY OTHER PERSON HAVE ANY REMEDY AGAINST LOGICAL SYSTEMS, LLC FOR BREACH OF MANUFACTURER'S WARRANTY. A defect in a part shall not condemn the whole machine or software program. THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 10.7 EXCLUSIVE REMEDY

10.7.1 Upon written notification received by LOGICAL SYSTEMS, LLC within the above stated warranty period of any failure to conform to the above warranty, upon return prepaid to LOGICAL SYSTEMS, LLC of any nonconforming original part of its own manufacture, and upon inspection by LOGICAL SYSTEMS, LLC to verify said nonconformity, LOGICAL SYSTEMS, LLC shall repair or replace said original part without charge to User. LOGICAL SYSTEMS, LLC shall ship the repaired or replaced part to User at User's expense. Cost for removal and/or installation of repaired or replaced parts supplies under the above warranty shall be at the User's expense. Correction of nonconformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of LOGICAL SYSTEMS, LLC to User or any other person whether based upon contract, tort (including negligence), strict liability or otherwise.

10.7.2 THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, WITHOUT REGARD TO WHETHER ANY DEFECT WAS DISCOVERABLE OR LATENT AT THE TIME OF DELIVERY OF THE EQUIPMENT TO



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USER. The essential purpose of this exclusive remedy shall be to provide User with repair or replacement of parts or components that prove to be defective within the period and under the conditions previously set forth. This exclusive remedy shall not have failed of its essential purpose (as that term is used in the Uniform Commercial Code) provided LOGICAL SYSTEMS, LLC remains willing to repair or replace defective parts or components within a commercially reasonable time after it obtains actual knowledge of the existence of a particular defect.

#### 10.8 CORROSION EXCLUSION

10.8.1 The Seller specifically excludes corrosion of stainless steel or other metals normally used in the fabrication of the Equipment from its warranty. The Seller is not liable for loss or damage to corrosion from exposure to aggressive liquids or atmospheres. Nor shall Seller be held liable for User's failure to properly clean or care for this Equipment.

#### 10.9 LIMITATIONS OF LIABILITY

10.9.1 IN NO EVENT SHALL LOGICAL SYSTEMS, LLC BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES NOR SHALL LOGICAL SYSTEMS, LLC BE LIABLE FOR ANY LOSS OF PROFIT, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF PRODUCT OR MATERIALS, WITH RESPECT TO THIS PROPOSAL OR ANYTHING DONE IN CONNECTION THEREWITH (INCLUDING, WITHOUT LIMITATION, SERVICES PROVIDED PURSUANT TO THIS AGREEMENT), WHETHER BASED UPON PROPOSAL, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. LOGICAL SYSTEMS, LLC's liability to USER hereunder, if any, shall in no event exceed the total amount paid to LOGICAL SYSTEMS, LLC hereunder by USER.

10.9.2 Any indemnification obligation or other liability of Logical Systems, LLC is strictly limited to direct damages to the extent due to the negligent acts or omissions of Logical Systems and is further limited to the amount of the purchase order, including accepted change orders, for the work which gives rise to the damages.

#### 10.10 INSTALLATION

10.10.1 Unless otherwise specifically agreed, User assumes full responsibility for the installation and start-up of the Equipment and for any loss or damage of whatever nature to persons or property.

#### 10.11 ACCELERATION

10.11.1 If the terms of payment for the Equipment allow for installment payments, User agrees that LOGICAL SYSTEMS, LLC, at its discretion, may accelerate and make due and payable all remaining installments if (a) User shall fail to make one or more installments when due, or (b) any of the events constituting cause for automatic cancellation under the CANCELLATION paragraph below shall have occurred before or after delivery of the Equipment.

#### 10.12 FORCE MAJEURE

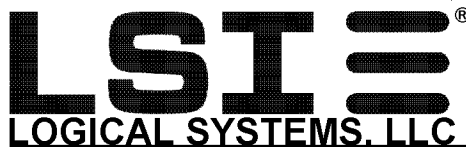
10.12.1 No liability shall result from delays in shipment caused by circumstances beyond the control of Seller, including but not limited to, Acts of God, fire, flood, war, riots, accidents, strikes, plant shutdown, rules and regulations of local, state and Federal governmental agencies or any causes beyond the reasonable control of Seller.

#### 10.13 ACCEPTANCE

10.13.1 This Proposal shall be a binding contract on receipt of first payment of the first invoice and acceptance of payment by an officer or authorized employee of LOGICAL SYSTEMS, LLC

#### 10.14 CANCELLATION

10.14.1 LOGICAL SYSTEMS, LLC may cancel this Proposal before shipment if User refuses to authorize shipment within thirty (30) days after notice that the Equipment is ready, or fails to make any payment or execute any documents required prior to shipment. (b) This Proposal may, at the sole discretion of Logical Systems, be canceled if User has become insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or if proceedings are commenced by or against User in any jurisdiction under a provision or chapter of any bankruptcy act, or if User suffers the appointment of a receiver or trustee or makes an assignment for the benefit of creditors. (c) User may not cancel except upon payment of twenty percent (20%) of the total price of the Equipment, plus LOGICAL SYSTEMS, LLC's non-recoverable costs (including incidental and consequential damages) attributable to this Proposal, plus a restocking charge to be determined by LOGICAL SYSTEMS, LLC



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**10.15 ARBITRATION**

10.15.1 Any controversy of claim arising out of or relating to this Proposal should be determined by arbitration in accordance with the rules of the American Arbitration Association. With regard to hearing locale, hearing locale shall be in Memphis, Tennessee. The arbitration shall be conducted by a single arbitrator and shall be in the English language.

**10.16 MODIFICATION OR WAIVER OF PROVISION**

10.16.1 This Proposal cannot be modified except by agreement in writing signed by LOGICAL SYSTEMS, LLC A waiver or repeated waiver by LOGICAL SYSTEMS, LLC of any provision or the breach of any provision shall not constitute a further waiver of such provision or breach.

**10.17 MERGER CLAUSE**

10.17.1 This Proposal including all appendices, constitutes the final written expression of the terms of this Proposal and is a complete and exclusive statement of those terms, and any and all representations, promises, warranties or statements by LOGICAL SYSTEMS, LLC's agent that differ in any way from the terms of this written Proposal shall be given no force of effect.

**10.18 OTHER CHARGES**

10.18.1 A processing charge shall be payable by User to Seller for each change order or equipment drawing change requested by User after Seller has received the approved drawings. The processing charge shall be added to the material and labor cost associated with each such change order. A processing charge shall be payable by User to Seller for "Prepay and Add" shipping charges.

10.18.2 A charge for storage shall be payable by the User if the User requests shipment deferral beyond the date of completion. Deferral of shipment will not defer invoicing or payment terms of the order.

10.18.3 Additional engineering, start-up support, and training not included within the scope of this proposal shall be provided on a T&M basis per LOGICAL SYSTEMS, LLC standard rates. Any stand-by time that is not the fault of the Seller, incurred by the Seller's employees at the User's site will be billed on a T&M basis.

10.18.4 Pricing data is based upon all work being performed in a forty-hour week. Any overtime required and pre-approved by USER will be billed per LOGICAL SYSTEMS, LLC's standard T&M rate sheet, which is incorporated by reference to this agreement.

10.18.5 All costs incurred for performance bonds shall be borne by the User.

10.18.6 All costs incurred for CE or UL approval shall be borne by the user.

10.18.7 Seller will reasonably attempt to manage travel costs to the estimate provided, however any travel costs that exceed the estimate provided will be invoiced at Seller's cost.

10.18.8 On the event of a direct hire of a LOGICAL SYSTEMS, LLC employee, the hiring company shall pay to Logical Systems, LLC a recruiting fee equal to four months of base billing.

Submitted By:	
David Gray	August 24, 2012
Name	Date

As an authorized representative of United Technologies Carrier, I hereby authorize Logical Systems, LLC to perform the work as described in this document.

Authorized By:	
Printed Name & Signature	Date

**END OF PROPOSAL**