

**MASTER SERVICE AGREEMENT  
BETWEEN  
GREAT PLAINS ENERGY SERVICES INCORPORATED  
AND  
INFO-TECH RESEARCH GROUP, INC.**

THIS MASTER SERVICE AGREEMENT No. M4615 ("Agreement") is effective as of March 11, 2016, and is between Great Plains Energy Services Incorporated, a Missouri corporation ("GPES"), and Info-Tech Research Group Inc., a Delaware corporation ("Supplier"). The parties agree as follows:

1. **Scope.** This Agreement sets forth the terms and conditions that apply to all requests for services (the "Services") which GPES may make of Supplier and all orders for goods (the "Goods") which GPES may place with Supplier, from time to time during the term of this Agreement. Any Services or Goods provided pursuant to this Agreement shall be specifically defined in separate Purchase Orders (the "Purchase Order"), substantially in the form attached hereto as Exhibit A. In the event Supplier supplies Goods in conjunction with any Purchase Order or otherwise, the terms and conditions of Exhibit D to this Agreement will apply to such purchase in addition to the terms and conditions contained herein. If only Services are supplied under this Agreement, Exhibit D will be of no effect. GPES and Supplier may enter into separate statements of work (each, a "Statement of Work"), substantially in the form attached hereto as Exhibit B, generally describing certain Services and Goods to be provided by Supplier under this Agreement. Statements of Work may include, but will not be limited to, pricing, schedule, specifications for Services and Goods and additional delivery instructions. In the event GPES desires to order Services and Goods in accordance with a particular Statement of Work, GPES will issue a Purchase Order referencing the appropriate Statement of Work, and such Purchase Order will describe the specific Services and Goods that the parties mutually agree the Supplier will provide to GPES. For Services or Goods totaling two thousand dollars (\$2,000) or less, GPES may elect to purchase with a credit card in lieu of issuing a Purchase Order. In such instances, the terms and conditions contained in this Agreement shall nevertheless apply to the purchase.

This Agreement or any Statement of Work does not commit GPES to order any Services or Goods; however, all Services provided by Supplier to GPES or GPES affiliates (as defined in Section 4) during the term of this Agreement will be covered by this Agreement, unless specifically covered by another written agreement between the parties.

This Agreement supersedes any preprinted terms or conditions on any preprinted purchase order submitted by Supplier or any printed or typed conditions forming a part of Supplier's proposal. Any additional or different terms and conditions set forth in Supplier's invoices, purchase order acknowledgments or similar writings, or in Supplier's electronic data interchange acknowledgments are not binding upon GPES unless specifically assented to in writing by an authorized representative of GPES.

2. **Purchase Orders.** The Services or Goods should be described specifically in one or more Purchase Orders. Supplier shall not commence Services or delivery of Goods without receipt of a Purchase Order from GPES or any of its affiliates. Following the issuance of a Purchase Order, Supplier will furnish the Services and Goods identified in the Purchase Order. Supplier's commencement of performance under a Purchase Order shall constitute acceptance of the Purchase Order.

3. **Specifications for Services.** Services will be performed in accordance with the specifications, schedule and pricing and other terms agreed to by the parties as described in the applicable Purchase Order.

4. **Affiliate Transactions.** GPES enters into this Agreement on its own behalf and for the benefit of all GPES affiliates. GPES's affiliates may directly purchase any of the goods or services available under this Agreement under the same terms and conditions contained herein. An "affiliate" will be defined as any entity that directly or indirectly controls, is controlled by, or is under common control with GPES. Only the GPES affiliate for whom Supplier performs Services will have any obligation to Supplier for such Services.

5. **Project Managers.** For each Purchase Order, each party shall designate a "Project Manager" as the main interface between them. Upon request, GPES shall meet with Supplier to review the status of Supplier's activities. When on GPES's premises, Supplier employees shall observe and comply with GPES's procedures, rules, regulations, policies, working hours and holiday schedules, and Supplier shall at all times use its best efforts to minimize any disruption to GPES's normal business operations. GPES shall provide ample working space, materials and computer support for Supplier's employees, when required.

6. **Acceptance.** Each Purchase Order will include or reference a complete and full description of the Services to be performed, documentation or other materials to be produced, the schedule for completion of each of the foregoing, the applicable charges, and such additional information as the parties shall agree upon (collectively, the "Deliverables"). Each Deliverable shall be subject to a verification of acceptability by GPES requirements specified in the Purchase Order for that project. If any Deliverable is not acceptable to GPES within thirty (30) days after its completion and turnover by Supplier, GPES may, at its sole option and without obligation or liability of any kind, terminate the Purchase Order involved and reimburse Supplier for all direct expenditures and labor costs at the agreed upon standard rate for time and materials. If GPES does not reject the Deliverable within thirty (30) days after its completion and turnover by Supplier, the Deliverable shall be deemed to have been accepted by GPES as satisfactory in all respects. If any Deliverable is not acceptable to GPES within thirty (30) days after its completion and turnover by Supplier due to the fact that the Deliverable substantially deviate from the requirements specified in the Purchase Order, Supplier shall make good faith efforts to correct such deviations in the Deliverable. In the event Supplier has not cured such deviation within sixty (60) days of written notice from GPES, GPES may terminate the Purchase Order involved without obligation to Supplier for any costs or expenditures.

7. **Fees and Expenses.** Applicable fixed prices and/or time and material charges shall be specified on the Purchase Order. In no event shall charges exceed Supplier's applicable published standard rates. GPES agrees to pay for reasonable out-of-pocket costs and expenses required and actually incurred in performing services, provided that Supplier has: (i) obtained GPES's prior written consent; and (ii) submitted supporting documentation satisfactory to GPES.

Supplier agrees that where business meals or entertainment expenses are billed by Supplier to GPES, Supplier shall not invoice or transfer charges to GPES for any reimbursement of expenses in violation of IRS rules relating to expense deductibility limitations.

8. **Invoicing.** Unless another payment schedule is specified in the Statement of Work or on the Purchase Order, Supplier shall invoice GPES (i) upon GPES's written acceptance of any Deliverables, products or work performed on a fixed price basis, or, in the absence of a written rejection of the Deliverable, product or work, upon the passage of thirty (30) days' time since delivery of the Deliverable, product or work to GPES, or (ii) monthly in arrears, for services provided on a time and materials basis and for out-of-pocket expenses. Supplier shall submit to GPES, with the invoice, backup documentation for all amounts invoiced. All invoices, except for amounts disputed by GPES, shall be payable within thirty (30) days of receipt by GPES. Any disputed amounts shall not affect payment of non-disputed charges and expenses. All invoices must reference this Agreement number, the appropriate GPES contact person and, if applicable, the relevant Purchase Order number. Invoices must be sent via email to [acctspay@kcpl.com](mailto:acctspay@kcpl.com).

Each invoice must be attached as a separate Acrobat, Word or Excel file. The invoice must be the first page of the attached file with supporting documentation following the invoice in the same attachment. All payments to Supplier will be paid by Automated Clearing House (ACH) mechanism. Supplier shall submit to GPES a valid bank routing and account number and email address. At least one business day prior to payment, GPES will email Supplier with notification of payment to Supplier provided email address.

9. **Taxes.** Supplier shall be solely responsible for payment of any taxes whatsoever which may be assessed against Supplier or which may apply to the performance of work or the payment for work. To the extent that any such taxes are proposed to be assessed against Supplier, where Supplier is required to collect from GPES under the applicable state or local tax law, Supplier shall: (i) notify GPES of such proposed assessment as soon as Supplier shall have notice thereof; and (ii) cooperate with GPES in any defense against the proposed assessment.

10. **Term.** The term of this Agreement is five (5) years from the effective date. The terms of this Agreement continue in effect for any Purchase Order that is outstanding at the time this Agreement terminates or expires.

11. **Termination.** GPES may, upon 30 days prior notice, terminate this Agreement for any reason and without penalty. Either party may terminate this Agreement immediately upon notice to the other party if such other party is in material breach of this Agreement and if such other party fails to cure the breach within ten (10) days after receiving notice thereof. This Agreement will continue in effect for any Purchase Order that is outstanding at the time of termination or expiration of this Agreement, unless such Purchase Order has been cancelled according to the terms of this Agreement. Termination by GPES for Supplier's breach shall not prejudice any claims by GPES against Supplier for damages or non-performance during the entire term of this Agreement.

12. **Cancellation of Services.** GPES may cancel any commitment to purchase Services or any Purchase Order upon notice to Supplier. Upon receipt of notice of cancellation of a Purchase Order, Supplier must discontinue its performance of such cancelled Services, preserve and protect materials, work in progress and completed work and, if requested by GPES, transition the performance of such Services to GPES or a third party in accordance with GPES's instructions. GPES may designate a transition period of up to three months. GPES agrees to pay Supplier for Services performed prior to the effective date of cancellation, at the agreed upon rates.

13. **Confidential Information.** Each party may have access to confidential or proprietary information of the other during the term of this Agreement and accordingly agree to disclose such information only to its personnel who have a need to know such information in connection with the performance of Services and who are subject to non-disclosure requirements at least as restrictive as those contained in this Agreement. Each party will use confidential information of the other only in connection with the performance of Services, and will store such information in a secure location. In addition, each party must provide the same care (and in no event less than reasonable care) to avoid disclosure or unauthorized use as it provides to protect its own confidential information. Expiration or termination of the Agreement does not relieve any party from its obligations to protect confidential information received during the term of the Agreement. The terms and existence of this Agreement and any Statement of Work or Purchase Order are each party's confidential information. If Supplier has executed a separate Non-Disclosure Agreement with GPES, Supplier agrees that its use and disclosure of GPES confidential and proprietary information and trade secrets shall be governed by, and be subject to, the terms and conditions of such Non-Disclosure Agreement.

In response to a demand from a regulatory or other governmental body, the parties may disclose confidential information to such regulatory or other governmental body as required by law. The

disclosing party shall notify the other party immediately upon such request and in advance of such disclosure.

14. **Non-solicitation.** Unless otherwise agreed in writing, neither party shall hire or knowingly solicit the employment of the other's personnel during the term of this Agreement or within one year of the completion of any Purchase Order hereunder.

15. **GPES Property.** All information, equipment, materials and data of every kind and description that Supplier receives, directly or indirectly, from GPES or from a third party on behalf of GPES is the property of GPES.

16. **Intellectual Property.** Supplier assigns to GPES all materials, research, plans, specifications, works of authorship and other data and intellectual property generated, conceived or developed in connection with this Agreement (the "Developed Material") and any resulting patents, copyrights and other intellectual property rights. Works of authorship in any form of expression, including, manuals, plans, specifications and software developed in connection with this Agreement, are "works for hire" and belong exclusively to GPES. Supplier will take all reasonable actions, at its expense, necessary to transfer to GPES all of Supplier's rights in and to the Developed Material. Supplier represents that it has agreements in place with its personnel sufficient to protect GPES's rights under this paragraph. Developed Material created under a particular Statement of Work as a whole is owned by GPES or its affiliates, provided that while GPES and its affiliates may use and copy the Developed Material for its own internal use, it may not resell to or allow its use by any third parties. GPES acknowledges that portions of the Developed Material are pre-existing works licensed or owned by Supplier for the purpose of reselling the Supplier's services. Notwithstanding anything else in this paragraph, nothing in this Agreement assigns GPES any intellectual property rights in pre-existing component parts of the Developed Materials. Neither Supplier, its affiliates, suppliers, agents or subcontractors nor GPES are prevented from making use of know-how and principles learned or experience gained of a non-proprietary and non-confidential nature.

17. **Inspection.** GPES may inspect Supplier's performance under this Agreement from time to time. GPES's inspection (or lack of inspection) will not constitute an acceptance of any Services or a waiver of any right or warranty or preclude GPES from rejecting any defective Services.

18. **Warranty on Services.** Supplier warrants that it will perform all Services in a workmanlike manner in accordance with good industry practices and with the degree of skill, competence and care customarily exercised by a skilled service provider under similar circumstances. The Services will also be free from defects and conform to the established specifications set forth in the Purchase Order or Statement of Work. For a period of one year after GPES's acceptance of the Services, Supplier will promptly correct defects or deficiencies in the Services at its expense after GPES's notice to Supplier. Any defects or deficiencies that are corrected hereunder shall have a one year warranty from the date of correction. If Supplier fails to promptly correct a defect or deficiency, GPES may cause the defect or deficiency to be corrected at the expense of Supplier. This provision shall not be construed as disclaiming or limiting any other express or implied warranty or guarantee made by Supplier. If a defect exists in the Services that was not and normally would not be revealed, discovered or located before the end of a warranty period by any reasonably careful inspection (hereinafter "Latent Defect"), GPES will promptly notify Supplier when such Latent Defect becomes apparent and Supplier shall correct such defects at its expense. WHERE ANY SERVICE OR DEVELOPED MATERIAL INVOLVES JUDGMENTS, PREDICTIONS, OPINIONS, PROJECTIONS, FORWARD-LOOKING ANALYSIS, OR SIMILAR CONTENT, SUPPLIER WILL NOT BE LIABLE FOR ANY FAILURE OF ACCURACY, ANALYSIS, PREDICTION, OR OTHER FAILURE EXCEPT IN THE CASE OF INTENTIONAL AND KNOWING FRAUD BY SUPPLIER.

19. **Financial Ability, Proceedings and Obligations.** Supplier represents and warrants that it is financially capable of fulfilling all of its obligations under this Agreement, that there are no legal or administrative proceedings pending or threatened against it that could adversely affect Supplier's performance and that the Supplier is not prohibited by any arrangements or any document or obligation from entering into or performing this Agreement.

20. **No Infringement; No Conflict.** Supplier warrants that the Services will not infringe upon the rights of any third party and will not conflict with its existing obligations under other contracts.

21. **Change Orders.** GPES may, upon written notice to Supplier, request changes in specifications, schedules, testing or any other terms contained or referenced in a Purchase Order. If such a change will increase or decrease the price of the Services, or the time required for performance of the Services, Supplier must notify GPES within seven days after receiving GPES's change request. Upon receipt of such a notice from Supplier, the parties will negotiate appropriate changes to the Purchase Order. If Supplier fails to timely provide such notice, it will have waived any right to request an increase in price or the time required for performance. At GPES's request, Supplier agrees to continue performance of Purchase Orders pending resolution of any adjustments to the price or performance date.

22. **Indemnification.**

- (a) Each party (the "Indemnifying Party") will indemnify, hold harmless and defend the other party and its officers, directors, shareholders, agents, employees, and representatives (collectively, the "Indemnified Party") from all claims, liabilities, fines, interest, costs, expenses and damages (including reasonable attorneys' fees) incurred by the Indemnified Party (collectively, the "Indemnified Losses"), for any damage, injury, death, loss or destruction of any kind to persons or property, to the extent the damage, injury, death, loss or destruction arises out of or is related to the conduct, negligence, willful misconduct, misrepresentation, or other breach of this Agreement on the part of the Indemnifying Party or any of its servants, representatives, agents, employees or contractors. With respect to claims, liabilities, fines, interest, costs, expenses or damages attributable or allegedly attributable to Supplier's professional services and covered by Supplier's errors and omissions liability insurance required under Section 23.d of this Agreement, Supplier's indemnification obligation to GPES is limited to Two Million Dollars (\$2,000,000).
- (b) Supplier agrees to indemnify and defend all claims brought against GPES or GPES' customers that any of the Developed Materials or Services (or components thereof) specified in the Purchase Order, or other materials or services furnished to and used by GPES, constitutes an infringement of any patent or copyright of any country, or misappropriation of any trade secret, or constitutes a breach of any moral right, right of publicity, or intellectual property right (collectively, "Infringing Materials"). The contractual indemnification obligations contained in this Subsection (b) shall apply equally to any Infringing Materials including, but not limited to, software or firmware, which is provided with or as a component part of any Goods, Developed Materials or Services. Additionally, if GPES is prohibited from using such Infringing Materials for their intended purpose, Supplier will, at its expense: (i) procure on behalf of GPES the right to use such Infringing Materials; (ii) replace such Infringing Materials with equivalent, non-infringing materials; (iii) modify such Infringing Materials so they become non-infringing but retain their functionality; or (iv) if (i), (ii) and (iii) are not commercially reasonable, refund all compensation paid by GPES to Supplier for such Infringing Materials. The foregoing obligations are in addition to the indemnification obligations of Supplier set forth in Subsection (a) above.

- (c) Supplier will indemnify and defend GPES against Indemnified Losses arising out of claims by Supplier personnel or any government agency related to the payment of employment taxes, benefits and workers' compensation in connection with the performance of Services by such Supplier personnel.

23. **Insurance Coverages.** Supplier agrees to procure and maintain at its own cost and expense, for the term covered by this Purchase Order, appropriate Worker's Compensation, Employer's Liability and General Liability insurance provided by a reputable and financially responsible insurance company which shall safeguard GPES against liability for damage to property, including injuries resulting in death when Supplier is engaged in the performance of services under this Agreement. Insurers must be licensed to do business in all jurisdictions where Services are performed and have an A.M. Best's rating of A-;VII or other rating agency equivalent. Supplier agrees to furnish satisfactory evidence of such insurance to GPES for the following minimum insurance coverages:

- (a) Workers Compensation Insurance. Supplier shall maintain workers compensation as required under any workers compensation or similar law in the jurisdiction where the Services are performed and employers liability insurance. Employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (b) General Liability Insurance. Supplier shall maintain commercial general liability with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Completed Operations coverage is to extend for two years following the last to occur of the following events: (i) the termination of this Agreement; or (ii) the termination of all outstanding Purchase Orders.
- (c) Errors and Omissions Liability Insurance. IF THE SERVICES ARE CONSIDERED PROFESSIONAL SERVICES, errors and omissions liability coverage appropriate to the service should be provided. Coverage must apply to economic damages resulting from a professional error, act, or omission arising out of the scope of services defined in this contract. Coverage must be maintained in an amount of at least \$2,000,000 per occurrence and aggregate. The retroactive date should be prior to commencement of work.

GPES, its parent, affiliates, sister entities, officers, directors, employees, agents, subsidiaries, and assigns must be included as an additional insured under the General Liability policy utilizing the broadest commercial insurance form available and stated on the certificate of insurance provided to GPES.

Insurance shall apply on a primary basis, with respect to any other insurance or self-insurance programs afforded to GPES. The policy will be so endorsed if necessary. Policies must contain a severability of interest clause. Any deductibles or self-insured retentions carried by Supplier are the sole responsibility of Supplier and must be declared on certificates of insurance.

GPES assumes no responsibility for loss or damage to Supplier's and/or subcontractor's personal property while on GPES's premises.

25. **Evidence of Insurance.** Prior to the provision of Goods or Services and annually thereafter or prior to the expiration of policy(s), Supplier shall furnish GPES with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein.

All certificates shall provide for 30 days written notice to GPES in the event of cancellation or non-renewal of the policies.

26. **Right to Audit.** Supplier will maintain all records pertaining to the Services for at least five years after the completion of such Services or final payment of all invoices issued pursuant to this Agreement, whichever occurs later. GPES may audit, copy and inspect the records at reasonable times during the term of this Agreement and for the five-year period stated above. GPES or its authorized representatives will have the right to audit Supplier's performance.

27. **Removal of Personnel.** GPES may require Supplier to remove any Supplier personnel from providing Services to GPES for any lawful reason. If GPES issues a notice of removal within 15 days of the date the Supplier personnel to be removed began providing Services to GPES, GPES is not obligated to pay for Services provided by the removed Supplier personnel. GPES is not obligated to pay for Services provided by the removed Supplier personnel following GPES's notice of removal to Supplier.

28. **Diverse Supplier Participation; Reporting.** Supplier, when utilizing subcontractors, shall proactively pursue Diverse Supplier participation. "Diverse Suppliers" will be defined as those subcontractors of Supplier that are included in the following qualified business categories: Small Business, Minority-owned Business Enterprise, Woman-owned Business Enterprise, Disabled Business Enterprise, Veteran Owned Business Enterprise, Disabled Veteran Owned Business Enterprise, Service Disabled Veteran Business Enterprise, HUBZone Small Business, 8(a) and Small Disadvantaged Business. GPES has a corporate goal of a minimum of 10% participation. Supplier shall make a good faith effort to achieve this level of participation. Upon a minimum of five days' notice, GPES shall have the right to inspect all Supplier records relating to its attempts to achieve this goal.

GPES requires that Supplier report direct spend with Diverse Suppliers and other reportable category spend attributable to Services and Goods supplied under this Agreement. Specifically, the report categories shall include all qualified business categories as listed in the preceding paragraph. This reporting should be submitted in accordance with directions from GPES and on the form provided by GPES. This reporting shall separate each of the qualified business categories listed above and include all categories the Supplier corresponds to. For example, if a Supplier is both women and veteran owned, the reporting shall include the same spend in each category.

29. **Background Checks.** Supplier agrees to conduct pre-employment background checks going back a minimum of seven years on each of Supplier's employees, agents, representatives and contractors ("Supplier Personnel") that will perform Services on GPES' property, GPES' "rights of way", the property of GPES' customers, or any aspect of GPES' computer systems. Supplier acknowledges and agrees that only those persons who have successfully passed these background checks will perform such Services.

At a minimum, Supplier will confirm and verify each Supplier Personnel's identity (social security number verification) and authorization to work in the United States using e-Verify, seven year federal and multi-county criminal conviction check, terrorist list (OFAC) search driver's license history and drug screening. In addition, for any Supplier Personnel who will have access to GPES' computer systems or areas critical to the support of the electricity infrastructure, the Supplier will submit either a redacted copy

of the background screen or a tear off sheet from the background screen before any such access will be granted by GPES.

Background checks must be renewed every seven years as long as the Supplier Personnel is performing service on GPES' property, GPES' "rights of way" or any aspect of GPES' computer systems.

Supplier is responsible for all costs related to such background checks and agrees to maintain accurate records pertaining to such background checks for a minimum of five (5) years after termination of this Agreement, unless limited by law.

30. **Independent Contractor.** Supplier agrees and represents that it is an independent contractor and its personnel are not employees or agents of GPES for federal tax purposes or any other purposes whatsoever, and are not entitled to any GPES employee benefits. Supplier assumes sole and full responsibility for the acts of its employees and agents. Supplier, and not GPES, is solely responsible for the compensation of Supplier employees assigned to perform services hereunder, and payment of worker's compensation, disability, and other similar benefits, unemployment and other similar insurance, and for withholding income and other taxes and social security. Supplier further agrees to defend and save GPES harmless against any claim from an employee or subcontractor of Supplier with respect to the subject matter of this Section.

31. **Notices.** All notices under this Agreement must be in writing, identified by the Agreement number set forth above and, if applicable the relevant Purchase Order number and sent by certified mail, return receipt requested, by overnight mail or by hand delivery to the following:

GPES: Great Plains Energy Services Incorporated  
ATTN: Procurement Department  
1200 Main Street Kansas City, MO 64105

Supplier: Info-Tech Research Group, Inc.  
ATTN: Legal Department  
3960 Howard Hughes Parkway, Suite 500,  
Las Vegas NV 89169 Toll Free: 1-888-  
670-8889  
Fax: 702-446-3782

or to such other addresses as either party may notify the other of in writing.

32. **Assignment; Subcontracting.** This Agreement is personal to Supplier. Supplier may not assign this Agreement or any of its rights, or delegate or subcontract any of its obligations under this Agreement, without the prior written consent of GPES, which consent shall not be unreasonably withheld. Supplier shall however have the right to assign this agreement or any rights hereunder without the consent of GPES to a related entity or in the event of a merger, sale of assets or business, or other transfer of control by operation of law or otherwise, provided that the assignee shall assume all obligations and rights hereunder. Supplier also has the right to subcontract to an affiliated company without the prior written consent of GPES, but Supplier shall remain responsible to GPES for the performance of its affiliates. An "affiliate" will be defined as any entity that directly or indirectly controls, is controlled by, or is under common control with Supplier. Supplier will ensure that its contractors performing Services comply with the terms and provisions of this Agreement while such persons perform the Services. GPES may assign this Agreement without consent of Supplier.

32. **Liens.** Supplier shall not permit a lien to be placed on any GPES property by Supplier's subcontractors, agents, employees, or suppliers. Should GPES receive notice of an intent to file a lien from any of Supplier's agents, employees, or suppliers, GPES will notify Supplier. Upon receipt of notice from GPES of the intent of one of Supplier's agents, employees, or suppliers to file a lien, Supplier shall immediately take any and all steps necessary, including paying an amount in dispute to the party



intending to file such lien, to prevent the filing of such lien. If Supplier fails to prevent the filing of such lien, Supplier shall be responsible and liable for and shall indemnify GPES for all of GPES's costs, expenses (including attorneys' fees), liabilities, damages, fees, penalties, judgments and settlement costs arising either directly or indirectly from the placement of such lien.

33. **Safety.** All contractors-suppliers performing work for GPES are expected to maintain safety as the highest priority. Supplier is responsible for the safe performance of the work and the safety of Supplier's employees, agents and subcontractors. GPES considers that all contractors-suppliers have the responsibility and general supervisory authority over their worksite, including the power to correct safety and health violations. GPES, without assuming any responsibility for the safe prosecution of the work, reserves the right to interrupt or suspend the work if, in the sole reasonable judgment of GPES, its parent company or any affiliated company, the work is being performed in a manner which endangers the safety of any individual. In the event that work is suspended or terminated for this reason, Supplier agrees to promptly remedy the problems and work methods which occasioned the work suspension. If Supplier fails to remedy the problems and work methods within a reasonable time, GPES, its parent company or any affiliated company, as applicable, may at its sole discretion, terminate the Purchase Order and cause the work to be completed by GPES, its parent company or any affiliated company or another contractor. In the event that this cover incurs costs in excess of those shown on the Purchase Order, Supplier shall promptly reimburse GPES, its parent company or any affiliated company, as applicable, for the overage. Supplier shall be paid for its actual out-of-pocket costs incurred through the time of termination.

If work is to be performed at any of the generating station locations, all work is to be performed in accordance with the approved "Contractor Safety Requirements document" applicable to all contractors-suppliers entering the property of GPES, its parent company or any affiliated company for the purpose of delivering goods and services. The "Contractor Safety Requirements" may be amended from time to time without prior notice. (The Generation CSR document can be located at the link below).

For further information on KCP&L's Contractor Safety Program and documentation requirements, go to:

<http://www.kcpl.com/about-kcpl/doing-business-with-kcpl/code-of-conduct/contractor-safety-requirements>

34. **Work Site Conditions.** If work is to be performed at any of the generating station locations, all work is to be performed in accordance with the approved "Work Site Conditions" applicable to all Suppliers and their subcontractors entering the property of GPES, its parent company or any affiliated company for the purpose of delivering services. The "Work Site Conditions" may be amended from time to time without prior notice.

35. **Governing Law; Jurisdiction; Waiver of Jury Trial.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Missouri, without regard to conflicts of law principles. Supplier consents and submits to the personal jurisdiction and venue of the state and federal courts sitting in the State of Missouri and acknowledges that the foregoing covenant is a material inducement for GPES to enter into this Agreement. **EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING BETWEEN THE PARTIES, WHETHER UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THE SERVICES, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE.**

36. **Compliance with Laws; Permits and Licenses.** Supplier and any subcontractors shall comply with all applicable laws and regulations and shall secure any and all necessary governmental authorizations and permits, and shall upon request furnish satisfactory proof of compliance with any law

or regulation. Supplier and subcontractors must also comply with the provisions of GPES's Federal Contracting Requirements attached hereto as Exhibit C.

38. **Damages; Remedies.** Neither party will be directly liable to the other party for indirect, incidental or consequential damages. In all circumstances, except those described in the indemnification provision at Section 22 or for breach of the non-solicitation or confidentiality provision, to the fullest extent permissible by applicable law, the maximum amount that each party or its related entities, suppliers, sub-contractors, agents or distributors is liable for, for any reason whatsoever, is the price paid by GPES for the services under the particular Statement of Work giving rise to the liability. The parties acknowledge that Supplier has set its prices and entered into this Agreement in reliance on the limitations of liability and disclaimers of warranties and damages set forth herein, and that the same form a fundamental and essential basis of the bargain between the parties. A breach of any covenants regarding confidentiality or non-solicitation may cause irreparable injury to the non-breaching party that is not adequately compensable in monetary damages. Accordingly, each party may seek injunctive relief for a breach or threatened breach of such covenants, in addition to any other remedies at law or in equity.

39. **Force Majeure.** Neither GPES nor Supplier will be liable or responsible to the other for any delay or failure to perform any of its obligations under this Agreement (other than those contained in the confidentiality and non-solicitation Sections of this Agreement) due to acts of God or of the public enemy, riots, wars or hostilities, fires, floods, storms or earthquakes. If a force majeure event occurs, the party claiming the force majeure will promptly give notice to the other party (stating with reasonable particularity the event of force majeure claimed) and use its commercially reasonable efforts to perform its obligations under this Agreement despite the force majeure event.

40. **Invalid Provisions.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall continue unimpaired.

41. **Miscellaneous.** The waiver of a breach of any term or condition of this Agreement will not constitute the waiver of any other breach of the same term or condition or any other term or condition. A waiver must be in writing and signed by the party against whom the waiver is sought. The Sections regarding confidentiality, non-solicitation, GPES property, assignment of intellectual property, indemnification, insurance, damages and remedies, this Section, and any other provisions of this Agreement that, by their nature, are intended to survive, will survive any termination of this Agreement or any cancellation of any Statement of Work or Purchase Order. This Agreement may be executed in counterparts, each of which will be an original and both of which, when taken together, will constitute one and the same instrument. This Agreement, together with all Statements of Work executed by the parties from time to time and Purchase Orders issued by GPES, constitutes the entire agreement of the parties with regard to the subject matter of this Agreement and may not be amended except in a writing signed by both parties. Headings are for reference only and are not intended to affect the meaning of any terms. This Agreement will not be construed against either party due to authorship.

**Attachments:**

Exhibit A	Form of Purchase Order
Exhibit B	Form of Statement of Work
Exhibit C	Federal Contracting Requirements
Exhibit D	Additional Terms Applicable to the Purchase of Goods

**Signed:**

**AUTHORIZED REPRESENTATIVE FOR  
GREAT PLAINS ENERGY SERVICES**

**AUTHORIZED REPRESENTATIVE FOR  
INFO-TECH RESEARCH GROUP, INC.**

**INCORPORATED**  
**1200 Main Street**  
**Kansas City, MO 64105**

**3960 Howard Hughes Pkwy, STE 50**  
**Las Vegas, NV 89169-5988**

\_\_\_\_\_  
(signature)

Maria M. Wilson

(print name)

Sr. Strategic Sourcing Consultant

(title)

April 5, 2016

(date)

Approved as to Legal Form	
PJV	3/11/16
KCPL Law Dept.	

\_\_\_\_\_  
(signature)

Ryan Huggett

(print name)

Corporate Counsel

(title)

Mar. 15 - 2016

(date)



## Purchase Order

## Company

Company Name

Address Line 1

Vendor: 0000123456  
 USA COMPANY  
 11111 NORTH ST.  
 USA, USA 22222  
 USA  
 Fax: 333/333-3333

DISPATCHED

Purchase Order	Date	Revision	Page
XXXX0000XXXXXX	00/00/00		1
Purchasing Contact Doe, Jane 111/111-1111 111/111-2222 Fax		Requestor John Smith 222/222-2222	
Payment Terms Net 30		Freight Terms F.O.B. Dest.. Frt. Coll.	

Ship To:  
USA

Purchase Order date determines applicable Terms and Conditions;  
 see Terms and Conditions at <http://www.kcpl.com/business/suppliers.html>

Tax Exempt? N Tax Exempt ID:

Line-Sch	Item	Quantitv	UOM	Unit Price	Ext Price	Price Type	Delivery Date
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IF THE FOB TERMS SET FORTH IN THIS PURCHASE ORDER SPECIFY FREIGHT COLLECT, SHIPMENTS MUST BE MADE IN ACCORDANCE WITH KCP&L ROUTING INSTRUCTIONS. FOR SHIPPING INSTRUCTIONS PLEASE CONTACT EITHER LOGISTICS PLANNING SERVICES AT 877-539-7447, THE KEYFREIGHT WEBSITE ([www.keyfreight.net/kcpl](http://www.keyfreight.net/kcpl)), OR THE KCP&L BUYER. DO NOT SHIP C.O.D. PLEASE PROVIDE THE KCP&L PURCHASE ORDER NUMBER TO THE CARRIER AND INSTRUCT THEM TO INCLUDE THE PURCHASE ORDER NUMBER ON ALL SHIPPING DOCUMENTS.

1-1 Requisition

Schedule Total 0.00

Item ID

Item Total 0.00

Total PO Amount

0.00

**STATEMENT OF WORK  
PURSUANT TO  
MASTER SERVICE AGREEMENT  
BY AND BETWEEN  
GREAT PLAINS ENERGY SERVICES INCORPORATED  
AND  
[SUPPLIER]**

**THIS STATEMENT OF WORK NUMBER [ ]**, dated [ ], 20[ ], by and between Great Plains Energy Services Incorporated (“GPES”) and [Supplier Name] (“Supplier”) is subject to the terms and provisions of, and is made a part of, that certain MASTER SERVICE AGREEMENT Number [ ] (the “Agreement”), effective [ ], 20[ ], between GPES and Supplier.

The parties agree as follows:

**A. Scope of Services**

Supplier will perform [If general: Include general description of work and reference to any specifications/drawings related to the performance of Supplier’s Scope]. OR [If project-specific: Include detailed description of project and reference all documents/specs/schedules/drawings related to the project].

**B. Compensation [if Project-specific] OR Pricing [if multiple orders for services will be placed under fixed pricing]**

The GPES affiliate identified in any Purchase Order will pay Supplier [ ]. OR

Pricing per attached Exhibit A.

**C. Delivery or Work Schedule**

The schedule shall be as follows: [ ].

**D. Delivery or Work Location**

The Services will be performed at [ ].

**E. Invoicing Instructions**

Supplier will invoice GPES affiliates separately, as indicated on any Purchase Order referencing this Statement of Work. Supplier will submit invoices in accordance with the Agreement, unless other terms are specifically set forth here:

Invoices will reference the applicable Purchase Order number and be distributed as indicated in such Purchase Order.

**F. Term of Statement of Work**

The term of this Statement of Work begins on [ ] and ends on [ ].

**G. Project Managers**

The Project Managers for the Services and Goods related to this Statement of Work are as follows:

GPES:	[GPES Project Manager Name Address Fax Number]
Supplier:	[Supplier Project Manager Name Address Fax Number]

**H. Legal Terms and Conditions**

The legal terms and conditions governing this Statement of Work are contained in the Agreement between the parties. In order to be effective, any modifications, additions or deletions to the legal terms and conditions applicable to this Statement of Work must be specifically set forth here:

None.

In the event of any conflict between the legal terms and conditions set forth here and the legal terms and conditions contained in the Agreement, the legal terms and conditions set forth here will control only for work performed under this Statement of Work.

**I. Entire Agreement**

This Statement of Work, any Purchase Order issued by GPES referencing this Statement of Work and the Agreement constitute the entire agreement between GPES and Supplier with respect to the subject matter of this Statement of Work, and this Statement of Work may not be amended or modified except by a written document signed by both parties and made in accordance with the Agreement.

**SIGNED:**

**Authorized Representative for  
GREAT PLAINS ENERGY SERVICES  
INCORPORATED**

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(print name)  
\_\_\_\_\_  
(title)  
\_\_\_\_\_  
(date)

**Authorized Representative for  
[SUPPLIER]**

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(print name)  
\_\_\_\_\_  
(title)  
\_\_\_\_\_  
(date)

## FEDERAL CONTRACTING REQUIREMENTS

This Agreement incorporates one or more of the following clauses by reference, which shall have the same force and effect as if they were given in full text. Upon request, GPES will make their full text available. Also, the full text of a clause may be accessed electronically at these web address(es): <http://www.arnet.gov>; <http://acquisition.gov/comp/far/index.html>. (FAR 52.252-2 Clauses Incorporated by Reference).

<u><b>FAR Reference</b></u>	<u><b>Prescribed In</b></u>	<u><b>Federal Acquisition Regulation</b></u>
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### **1. Clauses applicable to this Agreement or any Statement of Work:**

(1)	52.202-1	2.201	Definitions
(2)	52.219-8	19.708-(a)	Utilization of Small Business Concerns
(18)	52.222-26	22.810(e)	Equal Opportunity
(23)	52.222-39	22.1605	Notification of Employee Rights Concerning Payment of Union Dues or Fees
(24)	52.223-6	23.505	Drug-Free Workplace

### **2. Clauses applicable to this Agreement or any Statement of Work that Equals or Exceeds \$10,000:**

(20)	52.222-36	22.1408(a)	Affirmative Action for Workers with Disabilities
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### **3. Clauses applicable to this Agreement or any Statement of Work that Equals or Exceeds \$30,000:**

(12)	52.209-6	9.409(b)	Protecting the government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
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### **4. Clauses applicable to this Agreement or any Statement of Work that Equals or Exceeds \$100,000:**

(4)	52.203-6	3.503-2	Restrictions on Subcontractor Sales to the Government
(5)	52.203-7	3.502-3	Anti-Kickback Procedures
(8)	52.203-12	3.808(b)	Limitation on Payments to Influence Certain Federal Transactions
(19)	52.222-35	22.1310(A)(1)	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
(21)	52.222-37	22.1310(b)(3)	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans

### **5. Clauses applicable to this Agreement or any Statement of Work that Equals or Exceeds \$650,000 (or \$1.5 million for construction of any public facility):**

(15)	52.219-9	19.708(b)	Small Business Subcontracting Plan
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## **FERC**

GPES requires compliance with the Federal Energy Regulatory Commission's (FERC's)



Standards of Conduct rules and regulations.

**Veterans and Individuals with Disabilities**

The parties hereby incorporate the requirements of 41 CFR § 60-1.4(a)(7) and 29 CFR Part 471, Appendix A to Subpart A, if applicable. If applicable, **this Supplier and any subcontractors shall also abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

**Repeal of Clauses During Term of Contract**

If, during the term of this Agreement, any of the clauses contained in this Exhibit are repealed, revoked, or dissolved by the Government, then such clauses shall no longer be part of this contract as of the date of such repeal, revocation, or dissolution. The elimination of these clauses by reason of such repeal, revocation, or dissolution shall not affect the continuing validity and effectiveness of the remainder of the contract or other clauses referenced in this Article.

In the event that the Supplier does not comply with any of the requirements set forth in this Exhibit, this Agreement or Statement of Work may be cancelled, terminated, or suspended in whole or in part.

**ADDITIONAL TERMS APPLICABLE TO THE PURCHASE OF GOODS**

1. **Application.** The Provisions of this Exhibit are applicable only if Goods (including, but not limited to, materials and equipment) are being supplied under the Agreement.
2. **Goods.** Supplier agrees to sell, deliver and install all Goods described in any Purchase Order to this Agreement.
3. **Price.** The price for the Goods is as stated in any Purchase Order hereto and shall be paid to Supplier pursuant to the terms and conditions of the Agreement.
4. **Delivery and Installation.** Time is of the essence to this Agreement. The Goods shall be delivered, installed and in good working order on or before the installation date specified in the Purchase Order. The Acceptance by GPES of Goods shall be pursuant to the Section regarding Acceptance in the Agreement. Notwithstanding the foregoing, if GPES returns Goods, GPES will not be liable for restocking fees unless specifically agreed to in a Purchase Order. GPES agrees to provide a suitable environment for the Goods and to provide any necessary interconnections with other equipment or systems. All deliveries of Goods to GPES's premises or work site shall be subject to GPES's security and safety regulations.
5. **Risk of Loss.** The risk of loss from any casualty to the Goods, regardless of the cause, shall be on the Supplier until the Goods have been accepted by GPES per the acceptance terms of this Agreement.
6. **Title.** Supplier warrants that the Goods at the time of delivery shall be free from any security interest or other lien or encumbrance, and that Supplier has complete and good title to the Goods.
7. **Warranty on Goods and Materials.** Supplier warrants that the Goods and any materials will be (a) newly manufactured, unless expressly agreed to otherwise in a writing signed by both parties, (b) conform to the specifications in the Purchase Order or Statement of Work, (c) be free from defects and all liens, security interests, claims and encumbrances and (d) be merchantable and fit for their intended purpose. For a period of one year after GPES's acceptance of the Goods or materials, Supplier will repair or replace any defective Goods or materials at its expense after GPES's notice to Supplier. Any Goods or materials that are repaired or replaced hereunder shall have a one year warranty from the date of repair or replacement. If Supplier fails to promptly repair or replace a defect, GPES may cause the defect to be corrected at the expense of Supplier. If Supplier is not the manufacturer of the Goods, Supplier will pass through to GPES any additional manufacturer warranties, and at the request of GPES, make warranty claims against the manufacturer on GPES's behalf. This provision shall not be construed as disclaiming or limiting any other express or implied warranty or guarantee made by Supplier.

If a defect exists in the Goods or materials that was not and normally would not be revealed, discovered or located before the end of a warranty period by any reasonably careful inspection (hereinafter "Latent Defect"), GPES will promptly notify Supplier when such Latent Defect becomes apparent and Supplier shall repair or replace the Goods or materials at its expense.
8. **Freight.** Unless otherwise provided in a Purchase Order, the delivery of all the Goods shall be as specified by GPES, FOB destination, freight collect.

## **Exhibit D**

9. **Invoices for Goods and Related Documents** - Send all bills of lading and shipping notices to the GPES Procurement Department. Send original invoices to GPES Accounts Payable. All invoices should indicate the date the Goods were shipped and the shipping point and contain a statement indicating compliance with the Fair Labor Standards Act of 1938 as amended. Packing slips must be included in all shipments and the last shipment must state "Order Completed." Packing slips must include the Purchase Order number, the GPES Item ID and the Manufacturer/Catalog Number. Packaging must be limited to the material shown on the Purchase Order. Supplier must furnish Material Safety Data Sheets for qualifying material.