

Milldam Public Relations LLC

45 Walden Street

Concord, MA 01742

978-369-0406 (voice)

978-369-9761 (fax)

http://www.milldaMPR.com

**AGREEMENT**

This agreement is made as of the 1st day of September 2013, by and between Milldam Public Relations LLC (“MPR”) and Low Power Company, Inc. (the “Client”).

MPR is a Massachusetts Limited Liability Company headquartered at 45 Walden Street, Concord, Mass 01742.

Low Power Company, Inc. is a corporation headquartered at 212 Thompson Square, Mountain View, CA 94043.

1. **TERM OF AGREEMENT**

The Client hereby retains MPR to provide consulting services from the period of September 25, 2013 through January 25, 2014.

1. **SCOPE OF SERVICES**

The services provided by MPR for the Client over the period of this agreement will include the following:

**Media Relations**

* Edit and disseminate press releases as needed, including new product launches.
* Reach out to business, trade and electronic media to garner product features and product placements.
* Work with The Client’s customer base for testimonials in articles.
* Assist with identifying appropriate tradeshows
* Place a minimum of five articles in CIO focused publications (Examples: CIO, IT Business Edge, NetworkWorld and InformationWeek and/or business publications (Examples Tech Crunch, Silicon Valley Business Journal, San Jose Mercury News and The New York Times).
* Provide a list of recommended events through March 2014 that take into account budget and audience.
* Provide media relations support (Reporter Briefings) at trade shows where The Client is present
* Secure at least one speaking engagement for The Client’s executives.

III. **FEES**

For the period of September 1 through January 25, 2013, MPR will provide public relations support and general marketing strategy to the Client as outlined above. The Client agrees to pay MPR a total fee of $6,500.00, which will be billed in four installments of $1,625.00. The installments will be billed on October 25, 2013, November 25. 2013, December 25, 2013 and January 25, 2013. The payment of the final invoice will be contingent upon MPR meeting all of the above deliverables.

IV**. EXPENSES**

The Client shall reimburse MPR for agreed upon expenses incurred by MPR in service of the Client, such as press release wire services.

1. **TERMINATION**

Either party may terminate this Agreement at any time, with thirty-day written notice of termination.

VI. **INDEMNIFICATION**

The Client hereby indemnifies and holds harmless MPR, its directors, officers, employees and agents, from any and all injuries, losses, claims and damages to any person or property and all costs and expenses, including without limitation to reasonable attorney’s fees, and other liabilities incurred by MPR as a result of any action or omission by the Client, its employees or agents or any independent contractor engaged by the Client, provided MPR’s acts or omissions do not constitute gross negligence or willful misconduct.

VII. **INDEPENDENT CONTRACTOR STATUS**

MPR and all of its employees are independent contractors and not employees or agents of the Client.

VIII. **CONFIDENTIALITY**

During the term of this agreement, MPR may have access to information of a confidential nature. MPR shall maintain such information in strict confidence during the term of this agreement and for such time thereafter as such information is not generally known to the public and shall not, without first obtaining approval from the Client, communicate in any fashion to anyone the substance or content of any confidential written materials, conversations, or observations or use such information for any purpose other than the performance of consulting duties under this agreement. The obligations of confidentiality and non-use do not apply to any information received by MPR that (a) was known by MPR before disclosure by the Client and was not acquired by MPR from the Client, (b) is known to the public at the time of disclosure hereunder or subsequently becomes known to the public through no fault of MPR, or (c) is disclosed to MPR by a third party having a legal right to make such disclosure.

IX. **PROHIBITION AGAINST ASSIGNMENT**

Neither party shall transfer or assign this agreement or any right or obligation hereunder without the prior written consent of the other.

X. **CHOICE OF LAW**

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XI. **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties hereto. All amendments must be in writing.

XII. **SEVERABILITY**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XIII. **WAIVER OF CONTRACTUAL RIGHT**

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this agreement.

XIV. **AUTHORITY TO SIGN**

Each party has full power and authority to enter into and perform this agreement, and the person signing this agreement on behalf of each has been properly authorized and empowered to enter into this agreement. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

Milldam Public Relations LLC Low Power Company, Inc.

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_