

INITIAL CONTRACT ROUTING NOTIFICATION OF RISK

This Notification of Risk has been included with the routing of a contract that has been completed for your Business Unit. Please note that the contract file will reflect this routing and that the routing will determine who receives future contract amendments and termination notices. You must notify the Contract Analyst assigned to this contract if any of these names change so that the contract documents that you have on file mirror the original contract in our files. Failure to do so may result in your copies of the contract not reflecting its current terms.

You must also be aware of the need to protect our contract documents. This need arises from a number of sources. The following are the most generally recognized sources, but do not constitute an exhaustive list:

- ☐ They are AEP business documents and should be protected as such.
- ☐ The AEP General Terms and Conditions, except for the Professional Services Terms and Conditions, include a mutual confidentiality section.
- ☐ The General Terms and Conditions for Consulting Services, for Equipment, for Labor and Services, and for Engineering, Procurement and Construction Work contain a non-disclosure article that states, "Except as required by law, regulation, or judicial or administrative order, neither party shall disclose the terms of the Contract without the consent of the other party."
- ☐ Contract Letters may include in their body or in an Agreed Exceptions attachment additional constraints regarding access to information in the Contract.
- ☐ The contract may include licenses that restrict access to the licensed materials.
- ☐ The incorporated documents may include proposals that contain protected proprietary information.

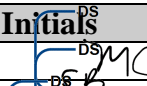
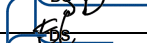
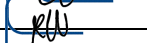
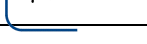
A violation of any of the above constraints can result in potentially damaged relationships with suppliers, financial costs, and/or civil and criminal proceedings. You should familiarize yourself with your contract so that you can mitigate any of the risks that may apply to your contract.

Please retain this notification with your copies of the contract and share it with those in your Business Unit that require regular access to your copies of the contract. If you need copies routed to additional individuals, please contact the individual who routed this to you.

CONFIDENTIAL

Contract Routing Slip

Please route to next person on list after reviewing and/or signing documents.
Please return to Jennifer Downey when routing is complete.

| ROUTING | Mail Drop | Purpose | Initials | Date Signed |
|-----------------|-----------|-----------|---|------------------------|
| Matt Curtis | Email | Review |  | 3/23/2015 4:04 PM ET |
| Scott Bishop | Email | Review |  | 3/23/2015 4:39 PM ET |
| EJ Clayton | Email | Review |  | 3/23/2015 5:39 PM ET |
| Ranie Wohnhas | Email | Signature |  | 3/25/2015 8:05 AM ET |
| | | | | |
| | | | | |
| | | | | |
| Return to: | | | | |
| Jennifer Downey | GH700 | | | |

Date: 3/23/2015

Company: Kentucky Power Company

Contract Number: 02774937X110

Project: Schools Education Program

Contractor Name: NEED

Contract Value: \$44,925

Contract Analyst: Jennifer Downey

Type (Labor, Service, Material): Service

Method of Procurement: Direct Source

SERVICE AGREEMENT FORM

This Service Agreement No. 02774937X110 (the "Agreement") by and between **Kentucky Power Company**, a Kentucky corporation, with its principal place of business at of 1 Riverside Plaza, Columbus, Ohio 43215 ("Owner" or "KPCo"), and **National Energy Education Development Project, Inc.**, having an address of 8408 Kao Circle, Manassas, Virginia 20110 ("Contractor" or "NEED"), is executed to be effective this 26th day of March, 2012 (the "Effective Date"). (KPCo and Contractor may be referred to herein individually as a "Party" or collectively as "Parties".)

1. Description of Services

Subject to the terms and conditions hereof, Contractor shall furnish all labor, equipment, materials, and supervision to implement an energy education program at participating schools in the KPCo service area ("Services") as detailed in the attached Scope of Work in **Exhibit B**.

2. Incorporation and Priority

Contractor and KPCo agree that Services will be performed in accordance with the following documents which are attached hereto, incorporated herein and which will, in the event of a conflict as to their interpretation, apply in the following order of priority:

- a. this Service Agreement;
- b. AEP Service Agreement General Terms and Conditions dated 06/14, designated as **Exhibit A**; and
- c. National Energy Education Development (NEED) Project Kentucky Power Kentucky Energy Education Program January 2015-December 2017 Scope of Work, designated as **Exhibit B**.

3. Term

The term of the Agreement shall commence on the Effective Date and shall remain in full force and effect until December 31, 2017, unless terminated earlier in accordance with the terms of this Agreement.

4. Pricing and Payment Terms

Payment for Services shall be in accordance with the budget in the Scope of Work, attached hereto as **Exhibit B**.

5. Invoices

Contractor will invoice teacher training in May of each year, following the workshop and distribution of energy curriculum. Program administration will be invoiced in three equal installments and following completion of a majority of services in May, August and November of each year.

Each invoice shall include the following information:

- a. unique invoice number;
- b. Agreement number 02774937X110;
- c. detailed line item description of the services; and
- d. total amount of the invoice.

Contractor shall e-mail invoices to Scott Bishop at sebishop@aep.com.

6. Notices and Operation Contacts.

In accordance with Article 27 of the Service Agreement General Terms and Conditions in Exhibit A, the representatives of the Parties for receipt of notices are:

For Owner:

| Name | Role | Email | Phone | Address |
|-----------------|-----------------------|--|--------------|---|
| Jennifer Downey | KPCo Contract Analyst | jldowney@aep.com | 614.716.6779 | 1 Riverside Plaza, Fl. 09 Columbus, Ohio 43215 |
| Scott Bishop | KPCo Representative | sebishop@aep.com | 606.929.1694 | 12333 Kevin Ave., Ashland, KY 41102 |

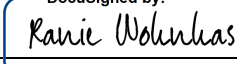
For Contractor:

| | | | | |
|--------------|------------------|--|--------------|--|
| Mary Spruill | NEED project rep | mspruill@need.org | 703.257.1117 | 8408 Kao Circle, Manassas, VA 20110 |
|--------------|------------------|--|--------------|--|

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized on the dates set forth below to be effective as of the Effective Date.

Kentucky Power Company

National Energy Education Development Project

DocuSigned by:

Name: Ranie Wolinhas
Title: Managing Director Regulatory and Finance
3/25/2015 | 8:05 AM ET
Date

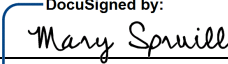
DocuSigned by:

Name: Mary Spruill
Title: Mary Spruill
3/27/2015 | 6:38 AM ET
Date

EXHIBIT A

SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS DATED 6/14

The following terms and conditions shall apply to the Service Agreement ("Agreement").

1. Definitions. "Work" means all of Contractor's obligations under the Agreement. "Owner" means one or more of the companies of the American Electric Power System as identified in the Agreement.

2. Priority. The Agreement consists of the following documents, listed in their order of priority in the event of a conflict: any amendment to the Agreement; the Agreement Form; these Terms and Conditions; and any exhibit(s), schedule(s), or proposal(s) incorporated into the Agreement. Additional or different terms contained in Contractor's proposal or Contractor's acceptance shall not become a part of the Agreement unless expressly agreed to in writing and signed by Owner.

3. Schedule. The scheduled completion dates must be met. Contractor shall notify Owner within 24 hours of the first knowledge that any completion date(s) will not be met. Contractor shall be liable for any direct damages incurred by Owner arising out of Contractor's failure to perform on time.

4. Inspection and Acceptance. Owner shall have free access to the Work for inspection purposes. Owner's inspection or initial acceptance for receipting purposes of the Work shall not relieve Contractor of its obligation to comply with the terms of the Agreement. Owner may reject non-conforming Work at any time and Contractor shall correct such non-conformity at Contractor's expense. Any part of the Work not rejected by Owner following final inspection shall be deemed accepted and completed in accordance with the Agreement requirements. Title to the Work shall pass to Owner upon completion and final acceptance.

5. Borrowing of Tools and Equipment. Contractor's personnel may not operate Owner's tools, vehicles, materials or equipment ("Owner Equipment") without Owner's prior authorization. If Contractor borrows Owner's Equipment, Contractor (a) agrees that Owner has provided the Owner's Equipment AS IS, with no representation or warranties; (b) assumes full responsibility for the protection of the borrowed Owner's Equipment; (c) assumes all liability for injuries or damages resulting from the use of the borrowed Owner's Equipment; and (d) agrees to return the borrowed Owner's Equipment to Owner in the same condition as when it was borrowed, or, if repairs are necessary, to cause such repairs to be performed at Contractor's expense before the Owner's Equipment is returned to Owner. Owner has no obligation to lend Owner's Equipment to Contractor.

6. Other Obligations. Contractor shall assign qualified and competent supervision and personnel to perform the Work. Key personnel shall not be removed or replaced without prior consent of Owner which shall not be unreasonably withheld. Contractor shall cooperate with Owner and others working at or near the site of the Work. Contractor shall promptly report to Owner any defects in the work of others which affects the Work. Failure to report such defects constitutes acceptance of the conditions by Contractor. Contractor shall keep all of its work areas free from trash and debris, and keep its work areas "broom clean" on a continuous basis. Contractor shall secure and protect its own materials, tools, equipment and the Work, including Owner's Equipment. Contractor shall provide Owner with periodic progress reports as requested by Owner. The Agreement price shall include, and the Contractor shall pay, all taxes and assessments for unemployment insurance, social security and disability benefits, and other taxes which are based upon the compensation paid to persons employed by Contractor or its subcontractors for the performance of any Work.

7. Changes in Work. Owner may change the scope of Work. Contractor shall perform the changed scope of Work. If Contractor's price or schedule will be affected by the change, Contractor must submit a request for an amendment to the Agreement prior to starting the change.

8. Payment. Contractor shall invoice Owner, with proper documentation, for all Work performed during the prior month. Owner shall pay Contractor, upon submission of proper invoices, the price for Work performed within forty five (45) days after receipt of the invoice. Owner may withhold all or part of payment if Owner disputes Contractor's compliance with the terms of

the Agreement. Owner's payment does not constitute acceptance of the Work. The Agreement number must appear on all invoices and notices.

9. Taxes. Except as provided below, the Agreement price shall include all applicable foreign, federal, state and local taxes payable by Contractor with respect to the Agreement.

Contractor Purchases. If Owner specifies that tangible personal property to be incorporated into real property as defined for sales and use tax purposes or taxable services to be purchased by Contractor from vendors or subcontractors qualify for exemption from sales or use taxes, Contractor shall not include sales or use taxes on such exempt tangible personal property or services in the Agreement Price. Unless otherwise specified: a) consumable materials and supplies or Contractor's tools and equipment that are not incorporated into the Work or the overall project are not eligible for exemption and the Agreement Price shall include, and Contractor shall pay, any sales or use taxes on such items; and b) Contractor will use its own properly-executed exemption or resale certificate, and not Owner's direct pay permit, to make exempt purchases of tangible personal property or services from vendors or subcontractors.

Owner Purchases from Contractor. With respect to any Owner purchases from Contractor of tangible personal property not incorporated into real property as defined for sales and use tax purposes or taxable services, Owner shall provide to Contractor its direct pay permit (if Owner has been issued a direct pay permit) or an appropriate exemption certificate required to relieve the Contractor of its responsibility to collect sales or use tax from the Owner. If Owner provides Contractor such direct pay permit or exemption certificate, sales or use taxes on Owner purchases from Contractor of tangible personal property or taxable services shall not be collected from Owner or included in the Agreement Price. Unless otherwise approved or directed by Owner in writing, Contractor shall not use Owner's direct pay permit to make exempt purchases of tangible personal property or taxable services from vendors or subcontractors.

Contractor Cooperation. Contractor shall take all steps reasonably necessary to ensure that Contractor's purchases from vendors or subcontractors of items of tangible personal property or services are exempt from sales and use tax pursuant to any applicable exemption pursuant to the law of any U.S. jurisdiction or its political subdivisions.

10. Warranty. Contractor warrants that the Work shall be free of workmanship, material and design defects, new, and in conformance with the Agreement and applicable industry standards. For a period of 12 months from completion and acceptance of the Work, Contractor shall repair or replace, at its expense, including any related removal, installation or transportation cost, any defective or non-conforming Work. Owner's final acceptance of the Work shall not relieve Contractor of its warranty obligations. In the event of an emergency, or if Contractor fails to correct a defect within a reasonable period of time, Owner may repair or replace any defect in warranted Work at Contractor's expense.

11. Insurance. Contractor shall at its sole expense, procure and maintain, and shall cause its subcontractors to procure and maintain, throughout the term of this Agreement, the following types of insurance with the following, minimum limits: (a) workers' compensation insurance in accordance with all jurisdictions where Contractor has operations including where the Work is to be performed (if Contractor is a non-subscriber to workers' compensation, evidence of insurance equivalent to workers' compensation must be provided); (b) employer's liability in an amount not less than \$1,000,000; (c) business automobile insurance covering all Owned, Non-owned and hired autos in an amount not less than \$1,000,000 per occurrence; (d) commercial general liability insurance covering claims of bodily injury and property damage in an amount not less than \$1,000,000 per occurrence; (e) aircraft liability insurance with a combined limit of not less than \$10,000,000. Such insurance shall be required only if the Contractor or its subcontractors shall utilize an aircraft in the performance of the Work; (f) if Contractor (or any of its subcontractors) are engaged in operations which use marine vessels or floating equipment, or which are subject to maritime jurisdiction, the following insurance shall be required: Marine Liability insurance (including Jones Act and maritime employer's liability if operations are subject to federal jurisdiction) and pollution liability (under terms equivalent to current

SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS DATED 6/14

W.Q.I.S. policy provisions if operations are subject to federal jurisdiction) in amounts not less than \$10,000,000 per occurrence; (g) professional liability insurance and/or Errors and Omissions insurance in an amount not less than \$1,000,000. Such insurance shall be required only if the Work includes professional liability exposures; and (h) "All risk" property insurance covering the full replacement cost of Contractor's personal property.

To the extent permitted by law, Contractor shall waive, and shall cause each of its insurers to waive, any and all rights of recovery, by subrogation or otherwise, against Owner and its affiliates, officers, directors, employees, agents and assigns of any type. Each of the insurance policies indicated above shall be primary to and non-contributory with any insurance or self-insurance of Owner. The Commercial General Liability, the Business Automobile, and (if applicable) the Aircraft Liability and Marine Liability insurance shall include Owner as an additional insured with respect to Owner's liability arising out of the operations of Contractor. Such coverage shall also include blanket contractual coverage and contain no exclusion for explosion, collapse, or underground property damage (XCU coverage). The insurance required by this Article 11 is in addition to and separate from any other obligations contained in the Agreement. If any of the policies indicated above are placed on a "claims-made" basis, such coverage shall be maintained for a period of not less than five (5) years following the completion of the Work. Products and/or completed operations coverage shall be maintained for a period of five (5) years after the completion of the Work. Any deductibles or retentions on any of the policies required herein shall be the sole responsibility of the Contractor. The above referenced limit requirements may be met by any combination of umbrella or excess and primary policies so long as the total limit of insurance requirement is met. The required coverages referred to herein shall in no way affect, nor are they intended as a limitation of, Contractor's liability with respect to its performance of the Work.

Upon inception of the Agreement and prior to the commencement of Work, Contractor shall provide Owner with an acceptable certificate of insurance evidencing the insurance required under Article 11. Contractor will not be permitted to bring its employees, materials or equipment onto the Site until Owner receives such evidence of insurance. Contractor also must provide an updated certificate of insurance at any time during the Agreement term upon Owner's request. Contractor shall immediately notify Owner of cancellation or any material changes in the insurance policies required herein. If such insurance policies are subject to any exceptions to the terms specified herein, such exceptions shall be explained in full in such certificates. Owner may, at its discretion, require Contractor to obtain insurance policies that are not subject to non-standard exceptions.

In all cases where Contractor's employees (defined to include Contractor's direct, borrowed, special, or statutory employees) are covered by the Louisiana Worker's Compensation Act, La. Rev. Stat. Ann. 23:1021 et seq., Owner and Contractor agree that pursuant to Section 23:1061 (A) (1) all Work performed by Contractor and its employees under the terms and conditions of the Agreement is an integral part of Owner's operations and is essential to Owner's ability to generate its goods, products and services. Additionally, Owner and Contractor agree that for purposes of Section 23:1061 (A) (3) Owner is the principal or statutory employer of Contractor's employees. Irrespective of Owner's status as the statutory employer or special employer of Contractor's employees, pursuant to Section 23:1031 (C), Contractor shall remain primarily responsible for the payment of Louisiana Worker's Compensation benefits to its employees, shall indemnify Owner from any and all claims of Contractor's employees or its Subcontractor's employees and shall not be entitled to seek contribution for any such payments from Owner.

12. Force Majeure. Neither party shall be in breach of the Agreement to the extent that any delay or default in performance is due to causes beyond the reasonable control of the delayed or defaulting party ("Force Majeure Event"), provided that the delayed or defaulting party immediately notifies the other party of the Force Majeure Event, an estimate of the duration of the Force Majeure Event, and the delaying or defaulting party's plan to mitigate the effects of the delay or default.

13. Compliance with Laws. Contractor shall comply with all applicable laws, rules, regulations and orders of any governmental authority, and will obtain at its expense all permits and licenses, pertaining to its obligations

under the Agreement. Contractor agrees to indemnify and save Owner harmless from and against any liability or damages, including attorneys' fees, for non-compliance therewith by Contractor.

14. Safety. Contractor shall perform the Work in a safe and careful manner and use such safety devices and methods as are necessary to protect its employees, agents, subcontractors, Owner's employees and agents, other contractors and the public from bodily harm and damage. Contractor shall comply with and enforce all laws, rules and regulations applicable to safety and health standards, including but not limited to the Occupational Safety and Health Act of 1970 (OSHA), and any revisions to OSHA or successor legislation. Contractor shall comply with all project and site safety and security rules and procedures issued by Owner, provided that such rules and procedures do not conflict with OSHA or other safety laws, rules and regulations. Contractor shall provide Owner with Material Safety Data Sheets for all applicable materials prior to delivery to Owner's site.

Contractor and all subcontractors performing Work at Owner's site must have a substance abuse program. This program must apply to all personnel. Minimum requirements of this program shall include pre-hire testing, testing for cause and if requested, random testing. Screening substances and their associated cut-off limits are listed below.

| Drug Screening Classes | Screening Cut-Off Limit *** (ng/ml) | Confirmation Cut-Off Limit (ng/ml) |
|--------------------------------------|--|---|
| Amphetamines | 500* | 250* |
| Methamphetamines | | 250** |
| MDMA | 500* | 250* |
| MDA | | 250* |
| MDEA | | 250* |
| Barbituates | 300 | 200 |
| Benzoylcegonine (Cocaine Metabolite) | 150* | 100* |
| Cannabinoids (THC)**** | 50 | 15 |
| Opiates | 2000* | 2000* |
| Codeine | 2000 | 2000 |
| Morphine | 2000 | 2000 |
| Oxycodone | 100 | 100 |
| Hydromorphone | 300 | 300 |
| Hydrocodone | 300 | 300 |
| 6-Acetylmorphine | 10 | 10 |
| Phencyclidine (PCP) | 25* | 25* |
| Benzodiazepines | 300 | 300 |
| Methadone | 300 | 300 |
| Propoxyphene | 300 | 300 |
| Breath alcohol content | .040g/210L | .040g/210L |

*Cut-off limits established by the Department of Health and Human Services in their mandatory Guidelines for Federal Workplace Drug Testing Programs.

**To be reported positive for methamphetamines, a specimen must also contain amphetamine at a concentration equal to or greater than 100ng/ml.

***In no event will the cut-off limits set forth in this Article be less than the cut-off limits set forth in the Technical Guidelines adopted from time to time by the United States Department of Health and Human Services.

****The Medical Review Officer will not accept assertions that a positive THC resulted from the use of hemp oil or the injection of hemp products, and therefore verify a marijuana test negative. Individuals should avoid use of such products.

Testing shall be performed by a testing facility certified by Department of Health & Human Services. Personnel must have evidence of having tested negative within a year prior to employment. Owner will accept conditional employment predicated upon (a) employee(s) furnishing evidence that they have submitted to testing within forty-eight (48) hours of initial employment and (b) employee(s) furnishing evidence of negative test results within five (5) work days of initial employment. Contractor shall ensure personnel are "drug free". Owner reserves the right to examine evidence outlined herein. Contractor's program shall incorporate reciprocity on "drug free" employee verification to minimize Owner's economic impact, and employees' recertification while maintaining the program's intent.

15. Security. If required by Owner, Contractor must meet certain security criteria set forth herein.

SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS DATED 6/14

Contractor shall submit to Owner a copy of its background investigation process for Owner's review and file. If Owner, in its sole discretion, determines that Contractor's background investigations do not meet certain specific requirements, then Contractor, at its expense, must perform a background investigation that does meet Owner's certain specific requirements on each individual designated by Contractor to perform Work, or is performing Work on behalf of Contractor, for Owner (referred to herein for purposes of this Article, as an "individual"). Notwithstanding anything to the contrary stated herein, Owner reserves the right to conduct a background investigation on each individual at Contractor's expense.

Owner's certain specific requirements of background investigations include the following: (i) determination of whether an individual has been convicted of a felony crime in each state where the individual has resided during the past seven years; (ii) performance of the background investigation at the state level (in other words, to only search the records of the county in which the individual has resided during the past seven years is not a sufficient background investigation); and (iii) if the individual is to operate a motor vehicle while performing Work for Owner, then a state operator's license abstract must be completed in the states where the individual has been licensed as a vehicle operator during the past seven years.

If any background investigation reveals or indicates that an individual has been convicted of a felony crime, then the Contractor must notify the Owner prior to the individual commencing Work. Owner in its sole discretion shall have the option of barring from any Work at Owner's site any individual who has a reported felony conviction. Owner may audit or review specific Contractor screening files to ensure compliance with the Agreement.

If an individual requires unescorted access to Owner's critical cyber assets, then Owner will conduct its own background investigation, which will include a Social Security Number verification. Additional specific provisions or requirements related to any Owner conducted background investigation pursuant to this Article 15 will be communicated to Contractor prior to implementation of such background investigation.

Contractor shall not perform any screening activities that violate the federal Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964 or any other applicable law in any circumstances. Contractor shall ensure that the substance and manner of any and all background investigations performed by Contractor conform fully to applicable law.

16. Intellectual Property. Contractor warrants that its performance of the Work will not infringe upon or violate any trademarks, patents, copyrights, trade secrets or other third party property rights. If the performance of Work is held in any action to constitute infringement, or the use of the Work is enjoined, Contractor, at its expense, shall procure for Owner the right to continue use of the Work, or replace the Work with non-infringing materials or methods satisfactory to Owner, or modify the Work in a manner satisfactory to Owner so that the Work becomes non-infringing. Contractor agrees to indemnify and save Owner harmless from and against any liability or damages, including attorneys' fees, arising out of any allegation that the Work infringes or violates third party intellectual property rights. Owner will own the Work and any intellectual property, including trademarks, patents, patent applications, copyrights, and trade secrets, resulting from the Work. Work performed hereunder shall be deemed "work made for hire". In the event Work performed hereunder is determined not to be a "work made for hire", Contractor hereby assign to Owner all rights in any intellectual property, including without limitation trademarks, patents, patent applications, copyrights, and trade secrets, that result from the Work. Contractor will execute and deliver documents, including agreements with its employees and agents and assignment documents, necessary to effectuate Owner's ownership of such intellectual property.

17. Confidentiality. Each party agrees (a) to protect the Confidential Information of the other with at least the same degree of care used to protect its own most confidential information; (b) not to use (except for the purpose described herein), publish or disclose to third parties such Confidential Information; and (c) upon the request of the other party, to promptly deliver to the other party all written copies of its Confidential Information. "Confidential Information" shall include, but not be limited to, business plans and methods; customer information; engineering, operating and

technical data; and the dates of Owner's outage schedule(s). Contractor shall not use Owner's name or logo in marketing or endorsements without the prior written consent of Owner. Notwithstanding the foregoing, a recipient shall be entitled to disclose Confidential Information to its officers, employees, affiliates (including any joint ventures of which Owner or any of its affiliates are a member and the other members of such joint ventures), agents, lenders, attorneys and other advisors (collectively, "Representatives"), provided that the Representatives shall be informed of the confidentiality obligations provided herein.

18. Personally Identifiable Information or PII. "Personally Identifiable Information" or "PII" means any information to which Contractor is provided access that could identify an individual either directly or indirectly including, without limitation to the individual's name, credit card numbers, social security number, biometric, bank account numbers, passport numbers, computer passwords or health, financial or employment information and other individual confidential information.

To the extent that Work under the this Agreement requires Contractor to be given access to PII gathered and/or maintained by or on behalf of Owner, or in the event Contractor acquires access to or encounters any PII during performance of the Work, Contractor shall after receipt thereof, treat such PII as confidential and safeguard such PII from unauthorized use and disclosure. Upon request of Owner, Contractor shall have its employees execute a confidentiality agreement protecting PII. Contractor agrees not to appropriate such PII for its own use or to disclose such PII to third parties unless specifically authorized by Owner in writing. Contractor shall ensure that its employees will not discuss, divulge or disclose any such PII to any person or entity except those persons directly concerned with and only to the extent necessary to complete the performance of the Work. Contractor shall access, use and process PII and other data on behalf of Owner only for the purposes specified in the Agreement.

Contractor shall comply with (i) NERC Reliability Standards as applicable, including without limitation, those relating to Critical Infrastructure Protection, (ii) Owner's security standards, and (iii) such further instructions as Owner may provide regarding the processing of such PII. Contractor shall inform Owner promptly if it has reason to believe that applicable law (or changes in applicable law) prevents Contractor from fulfilling the obligations relating to treatment of PII or other data under Owner's security standards and/or the Agreement.

To the extent permitted by law, Contractor shall notify Owner promptly and act only upon Owner's instruction concerning: (a) any request for disclosure of PII or other data by law enforcement or other governmental authority; (b) any request by law enforcement or other governmental authority for information concerning the processing of PII or other data in connection with the Agreement; or (c) any request received directly from an individual concerning his/her PII.

Contractor may not store PII on computers, mobile devices, including but not limited to cellular telephones and/or personal digital assistants, servers and/or storage devices including removable media (any of which, hereinafter known as a "Computer"), unless required for the performance of Work. Any such information must be deleted from a Computer, in a manner that ensures that it cannot be accessed or read, as soon as such storage is no longer required for the performance of Work.

Upon termination of the Agreement or upon Owner's request, Contractor must promptly (a) return all PII in written form to Owner, and (b) delete all PII in Contractor's possession or control (on computer or in whatever other form or media) in a manner that ensures that this information cannot be accessed or read.

Contractor shall administer a monitoring process to ensure compliance with this Article 18, promptly report any breaches to Owner, and implement immediate, appropriate corrective actions to contain and prevent recurrence. Contractor shall report to Owner immediately upon discovery of a real or suspected loss of PII. In the event of a breach of this provision or the occurrence of any other event regarding PII that requires notification under applicable law, Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law.

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In addition to any remedy available to Owner under the Agreement, Contractor acknowledges that any breach of Article 18 by Contractor or its subcontractors may subject Contractor to civil and criminal penalties. Contractor shall ensure compliance by its subcontractors with the provisions of Article 18.

19. Termination. Owner may terminate, for its convenience or for cause, all or any part of the Agreement upon notice to Contractor. Upon termination for convenience, Contractor shall immediately stop work on the terminated portion of the Agreement and shall submit to Owner an invoice with supporting information setting forth the Agreement price for the Work performed prior to the notice of termination, plus Contractor's actual, direct, unavoidable costs resulting from the termination, less salvage value, in no event to exceed the Agreement price. Upon termination for cause, Owner may pursue all rights and remedies available under the law. Upon termination for convenience or cause, Owner shall not be liable to Contractor for Contractor's lost profits on the terminated portion of the Agreement.

20. Indemnification. (a) The laws of the state where the Work giving rise to the claim is performed shall apply to this Article 20. (b) **TO THE EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AT ITS EXPENSE, AND SAVE OWNER HARMLESS FROM, ANY LIABILITIES, COSTS AND CLAIMS, INCLUDING JUDGMENTS RENDERED AGAINST, AND FINES AND PENALTIES IMPOSED UPON, OWNER AND REASONABLE ATTORNEYS' FEES AND ALL OTHER COSTS OF LITIGATION (COLLECTIVELY, "LIABILITIES"), ARISING OUT OF THE AGREEMENT, INCLUDING INJURIES, DISEASE OR DEATH TO PERSONS, OR DAMAGE TO PROPERTY, AND ENVIRONMENTAL CLAIMS AND LIABILITIES, CAUSED BY CONTRACTOR, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, OR IN ANY WAY ATTRIBUTABLE TO THE PERFORMANCE OF THE AGREEMENT, EXCEPT THAT CONTRACTOR'S OBLIGATION TO INDEMNIFY OWNER SHALL NOT APPLY TO ANY LIABILITIES ARISING FROM OWNER'S SOLE NEGLIGENCE. TO THE EXTENT PROVIDED IN THIS ARTICLE, IN STATES OTHER THAN OHIO, MICHIGAN, KENTUCKY, TENNESSEE, MISSOURI, OKLAHOMA, VIRGINIA, AND WEST VIRGINIA, CONTRACTOR AGREES TO INDEMNIFY OWNER FOR LIABILITIES ARISING FROM OWNER'S ACTS AND OMISSIONS, NEGLIGENT OR OTHERWISE. OWNER SHALL HAVE THE RIGHT TO SELECT ITS OWN COUNSEL AND TO HAVE COUNSEL SEPARATE FROM CONTRACTOR, ALL AT CONTRACTOR'S EXPENSE.** (c) **WITH RESPECT TO CLAIMS AGAINST OWNER BY CONTRACTOR'S EMPLOYEES, CONTRACTOR UNDERSTANDS AND AGREES THAT THIS INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY, AND CONTRACTOR EXPRESSLY WAIVES, ITS IMMUNITY AS A COMPLYING EMPLOYER UNDER ANY APPLICABLE WORKERS' COMPENSATION LAW, BUT ONLY TO THE EXTENT THAT SUCH IMMUNITY WOULD BAR OR AFFECT RECOVERY UNDER OR ENFORCEMENT OF THIS INDEMNIFICATION OBLIGATION.** With respect to the State of Ohio, this waiver applies to Section 35, Article II of the Ohio Constitution and Ohio Rev. Code Section 4123.74. (d) **CONTRACTOR SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND ALL COSTS OF LITIGATION ASSOCIATED WITH ENFORCEMENT OF ALL INDEMNITY OBLIGATIONS SET FORTH IN THE AGREEMENT.**

21. Limitation of Liability. Neither party shall be liable to the other for any incidental, indirect, special, punitive or consequential damages. Contractor must bring any cause of action arising under the Agreement within one year from the time the cause of action accrues.

22. Liens. To the extent permitted by law Contractor shall not file or permit to be filed any lien with respect to the Work and hereby expressly waives any right to file or cause to be filed a lien. Contractor, in its subcontracts, shall require all subcontractors to expressly waive the right to file any liens against Owner's property and, if requested, provide Owner with copies of

such waivers. Contractor shall indemnify Owner for any costs or expenses resulting from a breach of this Article.

23. Assignment and Subcontracting. Contractor may not subcontract, assign, or otherwise dispose of the Agreement without the prior written consent of Owner.

24. Records. Owner reserves the right to audit records necessary to permit evaluation and verification of claims submitted, and Contractor's compliance, in the performance of this Agreement and its dealings with Owner, with (a) the Agreement requirements; and (b) Owner's Code of Business Conduct governing business ethics. Contractor shall retain for a period of three years following final payment all information and records relating to the Work performed under the Agreement. Owner may examine and copy such information and records at Contractor's premises during regular business hours.

25. Affiliated Companies. Any indemnification of Owner and any limitation of Owner's liability shall to the same extent apply to Owner's directors, officers, employees, agents and affiliated companies (including any joint ventures of which Owner or any of its affiliates are a member and the other members of such joint ventures), and the directors, officers, employees and agents thereof. The affiliated companies of the American Electric Power System are severally and not jointly liable for obligations arising hereunder.

26. Government Contractor Compliance. Unless exempted, Contractor shall abide by the requirements of 41 C.F.R. § 60-1.4(a)(7), 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a). These regulations prohibit discrimination against minorities, females, qualified protected veterans, and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment minorities, females, qualified protected veterans, and qualified individuals with disabilities. Contractor represents that it does not, and shall not for the term of the Agreement, provide or maintain for its employees facilities that are segregated on the basis of race, color, religion, sex, national origin, veteran status or disability status. Contractor represents that it will not assign its employees to perform any work related to the Agreement at a location where facilities are segregated on the basis of race, color, religion, sex national origin, veteran status or disability status. Contractor agrees that it will not enter into any agreement to obtain goods or services relating to the Agreement with any entity that provides, maintains or assigns its employees to work at locations where facilities are segregated on the basis of race, color, religion, sex or national origin. As used herein, "facility" means waiting rooms; work areas; restaurants and other eating areas; time clocks; locker rooms and other storage or sleeping areas, except as necessary to ensure privacy between male and female employees; parking lots, drinking fountains; recreation or entertainment areas; and transportation. If not otherwise exempted by Title 48 and to the extent applicable, Contractor will comply with 48 CFR §52.219-8, Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns, and 48 CFR §52.219-9, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan. If not otherwise exempted by 41 CFR §60-1.5, Contractor represents that it will file all reports or other required information specified in 41 CFR §60-1.7. Contractor shall also abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A, which is incorporated by reference, as applicable.

27. Notices. Each party shall designate a representative for the receipt of notices, which may be changed from time to time. All notices required to be given under the Agreement shall be in writing and delivered by fax, personal delivery, e-mail or U.S. mail. Notices shall be effective upon receipt, or such later date specified in the notice.

28. Governing Law. The laws of the State of Ohio shall govern the Agreement. Contractor agrees that all actions and proceedings brought by Owner against Contractor may be litigated in courts located in the State of Ohio or in the state where the work was performed. Contractor agrees that such courts are convenient forums and irrevocably submits to the personal jurisdiction of such courts. Contractor waives personal service of process and consents to service of process by certified or registered mail at the address designated for receiving notices under the Agreement.

SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS DATED 6/14

29. Survival. All of the terms of the Agreement which by their nature extend beyond the expiration or termination of the Agreement, including indemnification obligations, confidentiality obligations, limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

30. Electronic Signatures. Each party agrees that any electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

31. Miscellaneous. The effective date of the Agreement shall be the earlier of the date on which Contractor begins performance hereunder or the date of the later signature on the Agreement. Contractor shall be an independent contractor in the performance of the Agreement. No waiver by either party of any default shall be deemed a waiver of any subsequent default. The Agreement constitutes the entire agreement of the parties. If any provision of the Agreement is held to be invalid, such invalidity shall not affect the remaining provisions of the Agreement. Amendments to the Agreement must be in writing and signed by both parties. Headings are provided for the convenience of the parties, and shall not affect the interpretation of any provision.

END OF DOCUMENT

EXHIBIT B

**National Energy Education Development (NEED) Project
Kentucky Power Kentucky Energy Education Program
January 2015 – December 2017
Scope of Work**

Executive Summary

The National Energy Education Development (NEED) Project is pleased to offer this proposal to AEP Kentucky Power to continue the Kentucky Power supported Energy Education programming provided by NEED in Kentucky Power/AEP's service area in Kentucky. As part of Kentucky Power Kentucky's Energy Education Plan, NEED hopes to build upon the work of previous years of partnership to continue offering valuable expertise, knowledge, and resources to Kentucky Power energy education and energy efficiency initiatives. After thorough discussion and consideration, NEED hopes that the 2015 year will provide Kentucky Power and NEED with greater success in the region. This proposal is designed to move the program into more of a school year calendar. This scope of work highlights a forward plan for evolution and expansion of the existing program.

Statement of Work

Task One – Curriculum materials

All existing print, web, and hands-on kit materials are ready for distribution and are available as requested and supplied from NEED from training programs and teacher interest via web or phone inquiries.

Existing NEED curriculum materials are reviewed annually by energy advisors and teachers alike. NEED's Teacher Advisory Board and local advisory groups review the materials for objectivity, applicability, and content. Any new materials requested by Kentucky Power for this project will be correlated immediately to the standards. Kentucky Power will have full review and approval of all materials.

NEED materials are currently divided into four levels: Primary K-2, Elementary 3-5, Intermediate 6-8, and Secondary 9-12. For the Kentucky Power– NEED partnership the intermediate level will be targeted. All materials are easily reproducible and carry waivers for reproduction for classroom use. All materials are updated for data each year – always providing educators the most recently available data collected by the Energy Information Administration. Kentucky Power will have full review and approval of all existing and new materials.

NEED brands materials in many ways – labeling of printed materials and hands-on kits, inclusion of letters from program sponsors in materials and in hands-on kits, inclusion of logos on all recruitment materials for workshops and branding of websites and promotional materials. In some cases, partners have preferred to co-brand materials to capitalize on NEED's balanced approach to energy education and NEED's reputation as a partner in the classroom.

a. Print materials

NEED has over 120 teacher and student guides for teaching the science of energy, sources of energy, electricity and transportation, and efficiency and conservation. These are provided by NEED on request to teachers participating in the program.

b. Hands-on Teacher/Student Kits

NEED believes that providing classroom teachers with the hands-on tools needed to teach energy conservation and management in the classroom is a primary requirement of energy education programming. This program will provide NEED's Science of Energy Kit to each school represented by two or more teachers at the one-day teacher workshops. Providing these kits allows teachers to find extra value in this offering from Kentucky Power. With the end-goal to be increasing energy efficiency and gaining additional teacher partners to do just that, providing resources that help teachers meet their new science standards is a valuable incentive. These resources help educate teachers and students and improve knowledge of energy and energy efficiency. In addition to energy efficiency tools, behavioral changes net good savings as well and education is key to those.

Task Two – Training and Support

There will be one teacher training workshop provided in the program to meet teacher demand. In prior years, 3 two-hour workshops were offered in various regions of the service area. For 2015, NEED seeks to host one full-day workshop that will greater incentivize teacher participation resulting in greater subscription to the objectives of the Kentucky Power Energy Education for Students program. Teachers in Kentucky are tasked with meeting the requirements of new science standards and this full-day workshop will allow them to meet those requirements – providing professional development, tools to increase student energy knowledge, and a mechanism to learn more about energy efficiency while participating in Kentucky Power's CFL distribution. NEED will plan, in conjunction with Kentucky Power, for the 2015 program, a teacher training workshop in the Kentucky Power service area. All training programs will include certification of professional development hours for teachers to use for professional development requirements. It should be noted that each of the training programs includes extensive evaluation. All training options will be promoted and marketed via existing networks and will include classroom and afterschool program options.

- a. Kentucky Power/NEED Energy Efficiency Workshop – One workshop will be hosted for up to 25 teachers in grades 6 - 8 and will cover the energy management curriculum materials and resources available from the program. Substitute pay will be available, continental breakfast and lunch will be included. The substitute reimbursement funds are included to remove barriers for teacher participation. Some small incentives (gift cards, educational materials) will be provided to increase CFL distribution numbers in the local community and for reaching high levels of return on the family surveys distributed with the CFLs. Teachers are asked to attend the training in order to learn more about energy to teach in their classrooms, but also to bring these energy lessons home to student families.

Task Three –Incentives, Data Collection and Evaluation

NEED has established data collection capability to collect data vital to Kentucky Power for the program – including educator data, grade, district, zip code, subject matter, and student/family participation. Kentucky Power and NEED will revise the Family Report Form to include all necessary data. NEED will collect the data and provide it to Kentucky Power in a complete file. NEED and Kentucky Power will evaluate the use of an online survey for the Family Report Form in future years.

- a. The Metrics – Number of teachers, students and families reached is a fundamental metric. The delivery of energy kits (consisting of four CFLs) to 2,200 is the target metric for the program. NEED and Kentucky Power will coordinate delivery of the student energy kits. At a minimum, NEED will be expected to supply contact names, locations, and dates for delivery of materials.
- b. Program Year in Review – in the Fourth Quarter of the program year, NEED and Kentucky Power will review workshop evaluations and teacher feedback and successes and challenges for the program to determine the next year's program plan.
- c. Incentives for the 2015 include gift cards for teachers who return a significant portion (80% of classroom surveys) and 3 participating families will be entered to win a grocery/gas gift card as well. The cost of incentives are included in the budget.
- d. Grade Level Survey – NEED will conduct an educator survey to determine is additional grade levels should be added to the program based on the adoption of new science standards.

Task Four – Reporting, Project Management and Budget

With a long history of providing educational programs to Kentucky school districts and managing signature programs for many energy agencies and companies, NEED can provide turn-key program coordination for the Kentucky Power Education program – including school communication, workshop recruitment and management, training delivery, logistics management, and teacher support. Karen Reagor, Kentucky NEED's Executive Director, will serve as the primary point of contact for this program. Reagor is based in Northern Kentucky and provided the coordination and delivery of the previous years of the program. She brings strong relationships with school districts and teachers to this program. Local efforts are supported by the NEED national network with staff based throughout the country with headquarters in the Washington, D.C. Metropolitan Area.

This program seeks the expansion and development of strong relationships with local schools. The budget reflects the extensive program coordination that is required to manage this coordination and the efforts to deliver energy kits (consisting of four CFLs) to 2,200 students in the 2015 program year.

Budget and Timeline

NEED has provided a Three Year Timeline and Three Year Budget to reflect the proposed program. NEED and Kentucky Power will review annually for needed alterations. The budget is all inclusive and not to exceed the total proposed.

Invoicing

NEED and Kentucky Power agree on the following invoicing process. NEED will invoice teacher training in May following the workshop and distribution of energy curriculum. Program administration will be invoiced in three equal parts and following completion of a majority of the services: May, August, November.

Timeline 2015-2017

January - February 2015

- Program planning and review, discussion with Kentucky Power

March 2015

- Recruit new teachers to the program
- Promote CFL Program

April 2015

- Promote workshop and recruit teachers
- Host workshop

May 2015

- Evaluate workshop
- Deliver CFLS
- Collect student/family data

June 2015

- Gift Card delivery to teachers who have completed 80% survey return
- Drawing for family winner(s).
- Announce Winners of School/Family participation rewards
- Prepare Data for delivery to Kentucky Power
- Survey teachers and families to determine possibility of online family reporting form

July 2015

- Discussions of program status for 2015-2016 school year and discussion of any recommended alterations for 2016-2017 program year.

August 2015

- Update Teacher Outreach Lists
- Update Family Response Sheets

September 2015 – December 2015

- Continue classroom and curriculum support
- Promote 2016 program
- Recruit teachers

December 2015

- Continue classroom and curriculum support
- 2015 Program Year Wrap Up
- If approved, set workshop date for 2016 and begin program promotion

January - February 2016

- Launch 2016 Program
- Begin Teacher Recruitment
- Promote Workshop

March 2016

- Recruit new teachers to the program
- Promote CFL Program
- Host Workshop

April - May 2016

- Evaluate workshop

- Deliver CFLS
- Collect student/family data

June 2016

- Gift Card delivery to teachers who have completed 80% survey return
- Drawing for family winner(s).
- Announce Winners of School/Family participation rewards
- Prepare Data for delivery to Kentucky Power

July 2016

- Discussions of program status for 2016 year and discussion of any recommended alterations for the 2017 program year.

August 2016

- Update Teacher Outreach Lists
- Update Family Response Sheets

September 2016 – December 2016

- Continue classroom and curriculum support
- Promote 2017 program
- Recruit teachers

December 2016

- Continue classroom and curriculum support
- 2016 Program Year Wrap Up
- If approved, set workshop date for 2017 and begin program promotion

January - February 2017

- Launch 2017 Program
- Begin Teacher Recruitment
- Promote Workshop

March 2017

- Recruit new teachers to the program
- Promote CFL Program
- Host Workshop

April - May 2017

- Evaluate workshop
- Deliver CFLS
- Collect student/family data

June 2017

- Gift Card delivery to teachers who have completed 80% survey return
- Drawing for family winner(s).
- Announce Winners of School/Family participation rewards
- Prepare Data for delivery to Kentucky Power

July 2017

- Discussions of program status for 2017 year and discussion of 2018 and beyond.

August 2017

- Update Teacher Outreach Lists
- Update Family Response Sheets

September 2017 – December 2017

- Continue classroom and curriculum support
- 2017 Program Year Wrap Up
- If approved, set workshop date for 2018 and begin program promotion

**AEP Kentucky Power
Proposed NEED Project Budget
January 2015-December 2017**

| | 2015 | 2016 | 2017 |
|--|--------------------|--------------------|--------------------|
| Program Administration | \$5,500.00 | \$5,500.00 | \$5,500.00 |
| Teacher recruitment for CFL program | | | |
| Delivery of special training opportunities on request | | | |
| Program planning with Kentucky Power staff | | | |
| Coordination of student survey return | | | |
| Curriculum Updates, Program Promotion | | | |
| Fully support Evaluation and Data Collection | | | |
| Incentives and Rewards for Participation | | | |
| | 2015 | 2016 | 2017 |
| Teacher Training | \$9,475.00 | \$9,475.00 | \$9,475.00 |
| One one-day workshop for up to 25 teachers at \$5,000.00 | | | |
| · Includes sub pay, meals, facilitator and workshop expenses | | | |
| Teacher curriculum and hands-on kits (12) at \$4,475.00 | | | |
| · Includes curriculum sets (25 at \$35/each and Science of Energy Kits 12 at \$300/each. | | | |
| | 2015 | 2016 | 2017 |
| TOTAL Budget | \$14,975.00 | \$14,975.00 | \$14,975.00 |

Certificate of Completion

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Status: Completed

Envelope Originator:
 Jennifer Downey
 1 Riverside Plz FL 9
 Columbus, OH 43215
 jldowney@aep.com
 IP Address: 167.239.222.240

Record Tracking

Status: Original
 3/23/2015 3:12:00 PM ET

Holder: Jennifer Downey
 jldowney@aep.com

Location: DocuSign

Signer Events

Matt Curtis
 mpcurtis@aep.com
 Mgr, T & D Contracts
 American Electric Power Service Corporation
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:

Signature



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Scott Bishop
 sebishop@aep.com
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EJ Clayton
 ejclayton@aep.com
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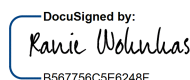


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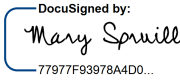
Ranie Wohnhas
 rkwohnhas@aep.com
 Managing Director Regulatory and Finance
 Security Level: Email, Account Authentication (None)



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| Electronic Record and Signature Disclosure |
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

Please confirm your agreement by clicking the 'I agree' button at the bottom of this document.