



GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. Applicability.

(a) These terms and conditions of purchase (these "**Terms**") are the only terms which govern the purchase of the goods ("**Goods**") and services ("**Services**") by Projeo Corporation ("**Buyer**" or "**Projeo**") from the seller named on the Purchase Order ("**Seller**" or "**Contractor**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying purchase order (the "**Purchase Order**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions regardless of whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Fulfillment of or other performance under this Purchase Order constitutes acceptance of these Terms.

2. Delivery of Goods and Performance of Services.

(a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. Buyer has the right to return any Goods delivered prior to the Delivery Date at Seller's expense and Seller shall redeliver such Goods on the Delivery Date.

(b) Seller shall deliver all Goods to the address specified in the Purchase Order (the "**Delivery Point**") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall pack all goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense.



(c) Seller shall provide the Services to Buyer as described and in accordance with the dates or schedule set forth on purchase order and in accordance with the terms and conditions set forth in these Terms.

(d) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.

3. Quantity. If Seller delivers more or less than the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms. Delivery shall be made in accordance with the terms on the face of this Agreement. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.

5. Title and Risk of Loss. Title and risk of loss passes to Buyer upon Buyer's acceptance of the Goods at the Delivery Point.

6. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, within 14 days replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 16. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

7. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties, and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to



increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

8. Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Buyer shall pay all properly invoiced amounts due to Seller within 30 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under this Agreement.

9. Seller's Obligations Regarding Services. Seller shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of this Agreement and for a period of seven years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;

(d) obtain Buyer's written consent, which may be given or withheld in Buyer's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Buyer's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Seller's own employees. Nothing contained in this Agreement shall create any contractual relationship between Buyer and any Seller subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited



as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; and

(h) keep and maintain any Buyer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Buyer's written instructions or authorization.

10. Change Orders. Buyer may at any time, by written instructions and/or drawings issued to Seller (each a "**Change Order**"), order changes to the Services. Seller shall within three days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order. If Buyer accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in the Seller's compensation or the performance deadlines under this Agreement.

11. Warranties.

(a) Seller warrants to Buyer that for a period of 12 months from the Delivery Date, all Goods will:

- (i) be free from any defects in workmanship, material and design;
- (ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer;
- (iii) be fit for their intended purpose and operate as intended;
- (iv) be merchantable;
- (v) be free and clear of all liens, security interests or other encumbrances; and
- (vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer;

(b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike



manner in accordance with generally accepted industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and

(c) The warranties set forth in this Section 11 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, within 14 days (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) repair or re-perform the applicable Services.

12. General Indemnification.

(a) Goods. If these terms primarily cover the purchase of Goods, the following Indemnification terms shall apply: Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement without Buyer's prior written consent.

(b) If these terms primarily cover the purchase of Services, the Indemnification terms attached hereto as Appendix 1 titled "Services – Indemnification Terms" shall apply. Said Appendix is hereby incorporated herein by reference.

13. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

14. Insurance.

(a) Goods. If these terms primarily cover the purchase of Goods, the following Insurance terms shall apply: During the term of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no



less than \$2,000,000 with financially sound and reputable insurers. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer.

(b) Services. If these terms primarily cover the purchase of Services, the Insurance terms attached hereto as Appendix 2 titled "Services – Insurance Terms" shall apply. Said Appendix is hereby incorporated herein by reference.

15. Compliance with Law. Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

16. Termination. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the seller's delivery of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.

17. Waiver. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Confidential Information. All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this



Agreement and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

19. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 14 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 14 consecutive days following written notice given by it under this Section 19, the other party may thereafter terminate this Agreement upon five days' written notice.

20. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.

21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or



implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

23. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

24. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

25. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the purchase order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

26. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, and Survival.

28. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.



Appendix 1: Services – Indemnification Terms

ALLOCATION OF RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR AND PROJEIO INTEND TO ALLOCATE BETWEEN THEMSELVES RESPONSIBILITY FOR LOSSES INVOLVING PERSONAL INJURY, ILLNESS, DEATH AND PROPERTY DAMAGE OR LOSS, WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

DEFINITIONS. FOR THE PURPOSES OF THIS AGREEMENT, THE FOLLOWING DEFINITIONS APPLY:

“PROJEIO GROUP” MEANS PROJEIO, PROJEIO’S CONTRACTORS (OTHER THAN CONTRACTOR AND OTHER MEMBERS OF CONTRACTOR GROUP) OF ANY TIER, PROJEIO’S SPONSORS, CO-INTEREST OWNERS, JOINT VENTURERS, AND CO-LESSEES, AND ITS AND THEIR RESPECTIVE AFFILIATES, AND ALL OF THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, MANAGERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND INVITEES.

“CONTRACTOR GROUP” MEANS CONTRACTOR, CONTRACTOR’S SUBCONTRACTORS, AND ITS AND THEIR RESPECTIVE AFFILIATES, SHAREHOLDERS, MEMBERS, MANAGERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND INVITEES.

“AFFILIATE” MEANS ANY PERSON CONTROLLING, CONTROLLED BY, OR UNDER COMMON CONTROL WITH ANOTHER PERSON. THE TERM “CONTROL” AS USED IN THE PRECEDING SENTENCE MEANS, WITH RESPECT TO AN ENTITY, THE RIGHT TO EXERCISE, DIRECTLY OR INDIRECTLY, MORE THAN FIFTY PERCENT OF THE VOTING RIGHTS ATTRIBUTABLE TO THE SHARES OF SUCH ENTITY OR OTHERWISE TO CONTROL THE MANAGEMENT OF SUCH ENTITY, AND WITH RESPECT TO ANY PERSON OTHER THAN AN ENTITY, DIRECTLY OR INDIRECTLY, THE POWER, DIRECTLY OR INDIRECTLY, TO DIRECT OR CONTROL OR TO CAUSE THE DIRECTION OR CONTROL OF ANY ACTIONS RELATING TO THE AGREEMENT OR PERFORMANCE THEREUNDER BY SUCH PERSON.

“PERSON” MEANS ANY INDIVIDUAL, CORPORATION, LIMITED LIABILITY COMPANY, GENERAL OR LIMITED PARTNERSHIP, BUSINESS TRUST, UNINCORPORATED ASSOCIATION, OR ANY OTHER ENTITY.



“CLAIM” MEANS DAMAGE, LOSS, LIABILITY, CLAIMS, DEMANDS, AWARDS, JUDGMENTS, FINES, PENALTIES, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER (INCLUDING ALL ATTORNEYS’ FEES AND OTHER COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR PERFORMANCE OF SERVICES OR PROVISION OF GOODS PURSUANT TO THIS AGREEMENT.

“THIRD PARTY”, FOR PURPOSES OF THIS APPENDIX 1, MEANS ANY PERSON WHO OR WHICH IS NOT A MEMBER OF PROJEIO GROUP OR CONTRACTOR GROUP.

CONTRACTOR GENERAL INDEMNITY OBLIGATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL BE RESPONSIBLE FOR AND SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS EACH MEMBER OF PROJEIO GROUP FROM AND AGAINST ANY AND ALL CLAIMS, INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF ANY MEMBER OF PROJEIO GROUP, FOR PERSONAL INJURY, ILLNESS, DEATH AND/OR PROPERTY DAMAGE OR LOSS BROUGHT BY OR THROUGH ANY MEMBER OF CONTRACTOR GROUP, UNLESS SUCH CLAIM AROSE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH MEMBER OF PROJEIO GROUP. CONTRACTOR GROUP’S PROTECTION FROM DIRECT SUIT UNDER ANY WORKERS’ COMPENSATION LAWS WILL NOT LIMIT CONTRACTOR’S INDEMNITY OBLIGATIONS HEREUNDER IN ANY MANNER.

PROJEIO GENERAL INDEMNITY OBLIGATION. TO THE FULLEST EXTENT PERMITTED BY LAW, PROJEIO WILL BE RESPONSIBLE FOR AND SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS EACH MEMBER OF CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS, INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF ANY MEMBER OF CONTRACTOR GROUP, FOR PERSONAL INJURY, ILLNESS, DEATH AND/OR PROPERTY DAMAGE OR LOSS BROUGHT BY OR THROUGH ANY MEMBER OF PROJEIO GROUP, UNLESS SUCH CLAIM AROSE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH MEMBER OF CONTRACTOR GROUP. PROJEIO GROUP’S PROTECTION FROM DIRECT SUIT UNDER ANY WORKERS’ COMPENSATION LAWS WILL NOT LIMIT PROJEIO’S INDEMNITY OBLIGATIONS HEREUNDER IN ANY MANNER.

CONTRACTOR ENVIRONMENTAL INDEMNITY. EXCEPT TO THE EXTENT ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OF ANY MEMBER OF PROJEIO GROUP, CONTRACTOR SHALL ASSUME ALL



RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS EACH MEMBER OF PROJEO GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING DIRECTLY OR INDIRECTLY FROM POLLUTION OR CONTAMINATION (INCLUDING NATURALLY OCCURRING RADIOACTIVE MATERIAL) FROM SPILLS OF FUELS, LUBRICANTS, MOTOR OILS, PIPE DOPE, PAINTS, SOLVENTS, BALLAST, BILGE, GARBAGE, AND OTHER SUBSTANCES TO THE EXTENT THAT SUCH SUBSTANCES ARE IN CONTRACTOR GROUP'S POSSESSION AND CONTROL OR SUCH POLLUTION IS CAUSED BY CONTRACTOR GROUP'S EQUIPMENT OR SERVICES. WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS INDEMNITY OBLIGATIONS HEREUNDER, PROJEO MAY TAKE ANY ACTION IT DEEMS NECESSARY OR DESIRABLE TO CONTROL AND REMOVE ANY POLLUTION, CONTAMINATION, OR SPILLS OF ANY SUBSTANCES, WHICH ARE THE RESPONSIBILITY OF CONTRACTOR UNDER THIS SECTION 7(E), AND CONTRACTOR SHALL REIMBURSE PROJEO TO THE EXTENT SUCH CONTROL AND REMOVAL IS THE OBLIGATION OF CONTRACTOR.

RESERVED.

INDEMNITY FOR VIOLATIONS OF LAW. TO THE FULLEST EXTENT PERMITTED BY LAW: CONTRACTOR WILL BE RESPONSIBLE FOR AND SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS EACH MEMBER OF PROJEO GROUP FROM ANY CLAIM BY OR THROUGH ANY GOVERNMENT AGENCY OR OTHERWISE FOR ANY VIOLATION BY ANY MEMBER OF CONTRACTOR GROUP OF ANY APPLICABLE LAW, RULE, ORDER OR REGULATION IN CONNECTION WITH THIS AGREEMENT AND/OR PERFORMANCE OF SERVICES OR PROVISION OF GOODS PURSUANT TO THIS AGREEMENT.

INDEMNITY FOR THIRD PARTY CLAIMS. CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, HOLD HARMLESS, AND RELEASE EACH MEMBER OF PROJEO GROUP FROM AND AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO ANY INJURY, ILLNESS, DEATH, OR DAMAGE TO THE PROPERTY OF ANY THIRD PARTY TO THE EXTENT THAT SUCH INJURY, ILLNESS, DEATH, OR PROPERTY LOSS IS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF CONTRACTOR GROUP.



OBLIGATIONS WITHOUT REGARD TO INSURANCE. EACH PARTY'S INDEMNITY OBLIGATIONS HEREUNDER SHALL BE WITHOUT REGARD TO AND WITHOUT ANY RIGHT TO CONTRIBUTION FROM ANY INSURANCE MAINTAINED BY SUCH PARTY.

CLAIMS FOR INDEMNIFICATION. EACH PERSON THAT MAY BE INDEMNIFIED HEREUNDER (AN "INDEMNITEE") SHALL PROMPTLY NOTIFY IN WRITING THE APPLICABLE PARTY OF ANY CLAIM THAT MAY BE PRESENTED TO OR SERVED UPON THE INDEMNITEE FOR WHICH THE NOTIFIED PARTY (THE "INDEMNITOR") MAY BE LIABLE HEREUNDER. SUCH NOTICE MUST DESCRIBE IN REASONABLE DETAIL THE FACTS GIVING RISE TO THE CLAIM, STATE THAT THE INDEMNITEE INTENDS TO SEEK INDEMNITY HEREUNDER, AND SET FORTH THE GROUNDS UPON WHICH THE INDEMNITEE ASSERTS ITS RIGHT TO SEEK INDEMNITY HEREUNDER. UPON RECEIPT OF SUCH NOTICE, THE INDEMNITOR SHALL ASSUME THE DEFENSE OF SUCH CLAIM IF THE INDEMNITOR IS OBLIGATED TO DO SO HEREUNDER. IF THE INDEMNITOR ASSUMES THE DEFENSE OF SUCH CLAIM, THEN THE INDEMNITEE WILL COOPERATE WITH THE INDEMNITOR'S EFFORTS TO PREPARE THE DEFENSE, INCLUDING TIMELY RESPONDING TO INTERROGATORIES AND DOCUMENT REQUESTS, MAKING WITNESSES AVAILABLE FOR DEPOSITIONS AND ATTENDING ANY TRIAL RELATING THERETO. THE INDEMNITEE MAY EMPLOY SEPARATE COUNSEL AND PARTICIPATE IN THE DEFENSE OF ANY SUCH CLAIM AT ITS OWN COST AND EXPENSE, BUT THE INDEMNITOR WILL HAVE THE RIGHT TO MAKE ALL DECISIONS ABOUT DEFENSE AND TRIAL STRATEGY. IF THE INDEMNITOR FAILS TO REPLY IN WRITING TO THE INDEMNITEE'S NOTICE OF THE CLAIM, STATING THAT THE INDEMNITOR INTENDS TO ASSUME THE DEFENSE OF SUCH CLAIM WITHIN 60 DAYS OF RECEIVING THE INDEMNITEE'S NOTICE, OR WITHIN TEN DAYS PRIOR TO ANY DEADLINE TO RESPOND TO SUCH CLAIM, WHICHEVER IS EARLIER, OR IF THE INDEMNITOR CEASES TO VIGOROUSLY AND PROMPTLY DEFEND THE SAME, THE INDEMNITEE MAY DEFEND THE SAME WITH COUNSEL OF ITS OWN CHOOSING, AND SETTLE SUCH CLAIM, ALL AT THE EXPENSE OF THE INDEMNITOR, IF THE INDEMNITOR IS OBLIGATED TO INDEMNIFY THE INDEMNITEE FOR THE CLAIM PURSUANT TO THIS AGREEMENT. IF THE INDEMNITOR TIMELY ASSUMES THE DEFENSE OF AND CONTINUES TO VIGOROUSLY DEFEND SUCH CLAIM, THEN THE INDEMNITEE WILL HAVE NO RIGHT TO SETTLE THE SAME WITHOUT THE PRIOR WRITTEN CONSENT OF THE INDEMNITOR. THE INDEMNITOR MAY ASSUME THE DEFENSE OF SUCH CLAIM AT ANY TIME PRIOR TO ANY SETTLEMENT OR OTHER FINAL DETERMINATION THEREOF.



LIMITATION FOR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER FOR PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF PROFIT OR BUSINESS INTERRUPTIONS OR LOSS OR DELAY OF PRODUCTION, REGARDLESS OF WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE, RESULTING FROM OR ARISING OUT OF THIS AGREEMENT. THE PRECEDING SENTENCE SHALL NOT, HOWEVER, OPERATE TO LIMIT THE INDEMNITY OBLIGATIONS OR EITHER PARTY HEREUNDER.

INDEMNITY OBLIGATIONS WITHOUT REGARD TO NEGLIGENCE. EXCEPT AS OTHERWISE EXPRESSLY LIMITED BY THIS AGREEMENT OR BY LAW, IT IS THE INTENT OF THE PARTIES THAT ALL INDEMNITY OBLIGATIONS AND OTHER LIABILITIES ASSUMED BY SUCH PARTIES UNDER THE TERMS OF THIS AGREEMENT WILL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF INCLUDING PREEXISTING CONDITIONS, STRICT LIABILITY, OR THE NEGLIGENCE OF ANY MEMBER OF CONTRACTOR GROUP OR PROJEJO GROUP, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, OR CONCURRENT; OR ACTIVE, PASSIVE, OR GROSS.

PASS THROUGH. THE TERMS AND PROVISIONS OF THIS APPENDIX 1 WILL EXPRESSLY APPLY TO CLAIMS ASSERTED AGAINST A PARTY BY REASON OF ANY AGREEMENT OF INDEMNITY WITH A PERSON NOT A PARTY TO THIS AGREEMENT WHERE SUCH CONTRACTUAL INDEMNITIES ARE RELATED TO OR ANCILLARY TO THE PERFORMANCE OF WORK PURSUANT TO THIS AGREEMENT.

(O) PROFESSIONAL SERVICES. NOTWITHSTANDING THE PROVISIONS OF THE OTHER PROVISIONS OF THIS APPENDIX 1, THE HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS FOR PROFESSIONAL SERVICES (AS DEFINED IN APPENDIX 1-A) SHALL BE SUBJECT TO THE TERMS OF APPENDIX 1-A TITLED "SCOPE-SPECIFIC TERMS: PROFESSIONAL SERVICES," WHICH IS HEREBY INCORPORATED HEREIN BY REFERENCE.



APPENDIX 1-A

SCOPE-SPECIFIC TERMS: PROFESSIONAL SERVICES

These terms (the “**Scope-Specific Terms**”) shall apply to the performance of Work, which may include, but are not limited to the following: engineering, architecture, surveying, consulting, permitting, environmental testing, advising and other types of Professional Services (the “**Professional Services**”). To the extent that these Scope-Specific Terms do not replace, modify, or add to the terms of the Master Services Agreement between the Parties (“**Agreement**”), the terms of the Agreement shall apply.

For avoidance of doubt, these Scope-Specific Terms shall not apply to any Work, as defined in the Agreement, performed primarily on Projeo’s and/or Sponsor’s Work Site or to any Work performed by Contractor for Projeo **other than** Professional Services.

The following terms shall be modified in the Agreement for any Work Authorization requiring Professional Services: The following text will replace Article 12(b) in its entirety:

Article 12(b) – General Indemnity

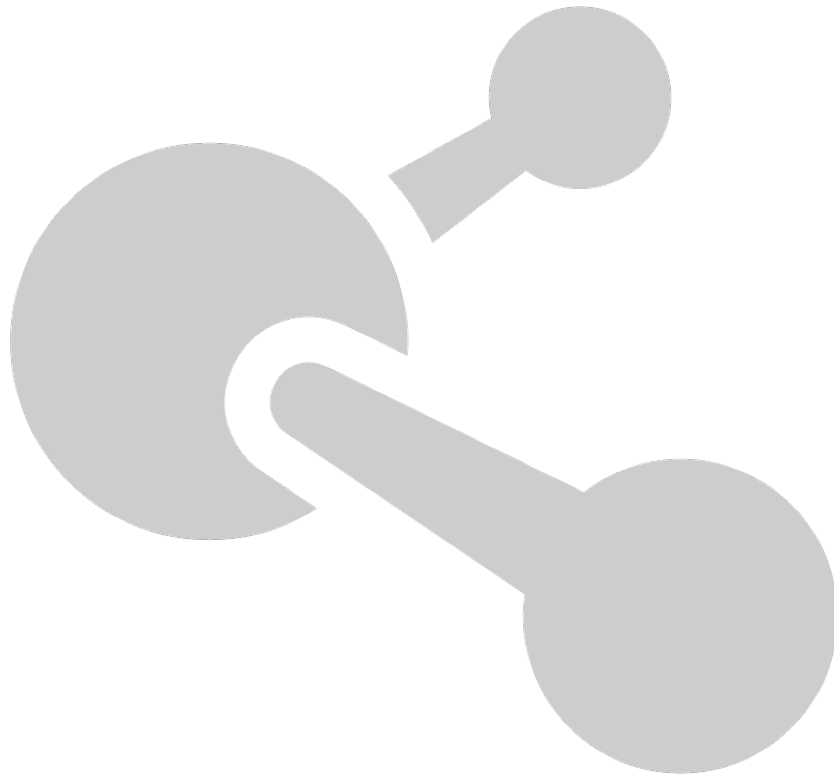
12.(b)(1) CONTRACTOR WILL PROTECT, DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS PROJEIO GROUP FROM AND AGAINST ANY CLAIMS, WHETHER SOUNDING IN TORT, CONTRACT OR BY STATUTE, ARISING OUT OF OR IN ANY MANNER RELATING TO THE PERFORMANCE OF THE PROFESSIONAL SERVICES BY CONTRACTOR OR BY ANY MEMBER OF CONTRACTOR GROUP (HEREAFTER, “PROFESSIONAL’S PERFORMANCE”);

12.(b)(2) MOREOVER, CONTRACTOR WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS PROJEIO AND PROJEIO GROUP FROM AND AGAINST ANY AND ALL CLAIMS, WHETHER SOUNDING IN TORT, CONTRACT OR BY STATUTE, ARISING OUT OF ANY PHYSICAL OR MENTAL INJURY, ILLNESS AND/OR DEATH OF ANY MEMBER OF CONTRACTOR GROUP (WITHOUT REGARD TO THE CAUSES OR CAUSES OF SUCH PHYSICAL OR MENTAL INJURY, ILLNESS AND/OR DEATH) OR ARISING OUT OF OR IN ANY MANNER RELATING TO ANY ERRORS, OMISSIONS OR NEGLIGENCE BY CONTRACTOR GROUP. IN NO EVENT SHALL CONTRACTOR ADMIT ANY LIABILITY OR FAULT ON THE PART OF PROJEIO.

12.(b)(3) CONTRACTOR AGREES THAT ITS INDEMNITY OBLIGATIONS HEREIN WILL BE SUPPORTED BY INSURANCE WITH AT LEAST THE MINIMUM AMOUNTS SET FORTH HEREIN, WHICH INSURANCE WILL BE PRIMARY TO ANY OTHER INSURANCE PROVIDED BY OR AVAILABLE TO PROJEIO OR ITS AFFILIATES AND SHALL PROVIDE WAIVERS OF SUBROGATION AS SET FORTH HEREIN TO THE EXTENT THAT APPLICABLE LAW PROHIBITS THE MONETARY LIMITS OF INSURANCE REQUIRED OR THE INDEMNITIES VOLUNTARILY



ASSUMED HEREUNDER, THE REQUIREMENTS WILL AUTOMATICALLY BE REVISED TO CONFORM, TO THE MAXIMUM EXTENT PERMITTED, WITH APPLICABLE LAW.



Appendix 2

Services – Insurance Terms

1. Required Coverage. Contractor will, and will cause its Subcontractors to, at all times during the provision of any Work performed hereunder, carry and maintain insurance as is necessary to protect against all Claims for damages, risks, losses, and contractual indemnities covered by this Agreement and shall carry and maintain insurance of such type and with such limits as set forth in Appendix 2-A (with respect to any Subcontractor, if any of the insurance coverage specified in Appendix 2-A is not applicable to the type of services being performed by such Subcontractor, then such Subcontractor will not be required to carry such non-applicable coverage). All such policies shall be issued by insurance companies that are solvent and reasonably satisfactory to Projeo and that have an AM Best Rating of A-:VII or higher. Before performing any services hereunder, Contractor will furnish, and will cause each of its Subcontractors to furnish, Projeo with certificates from their insurers and a copy of policy endorsements evidencing the coverage required hereby and as described in Appendix 2-A (subject to the proviso above with respect to non-applicable coverage). Contractor will cause each of its Subcontractors to notify Contractor of any cancellation or any material changes to such coverage at least 30 days before the effective date of such cancellation or change, and Contractor will notify Projeo of any such change in any Subcontractor's coverage promptly upon receiving notice from such Subcontractor and will notify Projeo of any cancellation or any material changes to Contractor's coverage at least 30 days before the effective date of such cancellation or change to such coverage. If Contractor fails to perform any of its obligations hereunder with respect to insurance, with or without the knowledge or consent of Projeo, then Contractor shall itself be an insurer to the extent it has failed to perform such obligations. The minimum insurance requirements set forth in Appendix 2-A attached hereto are not intended in any way to limit the extent of Contractor's indemnity obligations provided for herein.



2. Contractor's Required Endorsements. Contractor covenants and agrees that all of its, and its Subcontractors', general commercial liability, automobile, umbrella and, when applicable, professional liability/errors & omissions insurance policies, will: (i) include each member of Projeo Group as additional insureds, as their interests may appear; (ii) provide that the inclusion of additional insureds will not in any way affect the rights of any insureds as respects any Claim made, brought or recovered, by or in favor of any other insured, or by or in favor of any employee of such other insured, such that the policy will protect each insured in the same manner as though a separate policy had been issued to each, subject to the amount of coverage provided by such policy; and (iii) be primary with respect to any liability assumed under this Agreement. Additionally, Contractor covenants and agrees that all of its, and its Subcontractors', general commercial liability, automobile, umbrella, workers' compensation and, when applicable, professional liability/errors & omissions insurance policies, will waive any right of subrogation against any member of Projeo Group.
3. Projeo's Required Endorsements. Projeo covenants and agrees that all of its general commercial liability, automobile, professional liability, and umbrella insurance policies will: (i) include each member of Contractor Group as additional insureds, as their interests may attach; (ii) provide that the inclusion of additional insureds will not in any way affect the rights of any insureds as respects any Claim made, brought or recovered, by or in favor of any other insured, or by or in favor of any employee of such other insured, such that the policy will protect each insured in the same manner as though a separate policy had been issued to each, subject to the amount of coverage provided by such policy; and (iii) be primary with respect to any liability assumed under this Agreement. Additionally, Projeo covenants and agrees that all of its general commercial liability, automobile, professional liability, and umbrella insurance policies will waive any right of subrogation against any member of Contractor Group.



APPENDIX 2-A

MINIMUM INSURANCE REQUIREMENTS

In order to verify that all insurance coverage required by the Agreement is in place, Projeo's procedures require that Contractor deliver a Certificate of Insurance from Contractor's insurance agent or companies and from any Subcontractors' insurance agents or companies within ten days of the Effective Date, but in any event prior to Contractor or any Subcontractor commencing services under the Agreement, unless Projeo waives this requirement in writing. If any of the insurance coverage listed below is not applicable to the type of service being performed by a Subcontractor, then such Subcontractor will not be required to carry the non-applicable coverage. The following coverage and endorsement requirements apply to Projeo and applicable Subcontractors:

Certificates of insurance and endorsement forms CG 20 10 or policy provisions providing for blanket Additional Insured coverage where required by written contract for all coverage, unless otherwise noted, must be delivered to Projeo showing that, with respect to liability arising in connection with the Agreement:

- **Projeo Corporation** and each member of **Projeo Group** are Additional Insureds as their interests may attach*
- A blanket waiver of subrogation is in place in favor of **Projeo Corporation** and each member of **Projeo Group**
- Coverage is Primary over any insurance coverage maintained by **Projeo Corporation** and each member of **Projeo Group***
- 30-day Notice of Cancellation or Material Change

* Not applicable to workers compensation coverage.

1. Workers' Compensation and Employer's Liability

Coverage A	Statutory for states of operations.
Coverage B – Employer's Liability	\$1,000,000 Bodily Injury
Bodily Injury by Disease	\$1,000,000
Bodily Injury by Disease	\$1,000,000 Aggregate

2. Comprehensive General Liability Coverage

- \$1,000,000 each Occurrence / \$2,000,000 Aggregate
- Premises / Operations
 - Products and Completed Operations
 - Blanket Contractual Liability



- Blowout & Cratering
 - Explosion, Collapse, & Underground
 - Sudden & Accidental Pollution
3. **Automobile Liability**
\$1,000,000 Combined Single Limit
- Any Auto – Symbol 1, or
 - All Owned, Non-Owned and Hired
 -
4. **Professional Liability / Errors & Omissions***
\$1,000,000 each Occurrence / \$1,000,000 Aggregate

**Applicable only for engineering, service, project management or other professional services*

Contractor's obligation to obtain such insurance coverage is separate and distinct from the other obligations assumed by Contractor in the Agreement. The limits of insurance required in this Exhibit B will in no way be deemed to limit any liabilities or obligations assumed by Contractor hereunder or under applicable law, except as provided by statute.

SHOULD CONTRACTOR FAIL TO PROVIDE THE COVERAGE AND THE AMOUNTS REQUIRED BY THE AGREEMENT, CONTRACTOR SHALL BE DEEMED TO BE SELF-INSURED TO THE ENTIRE EXTENT OF ANY DEVIATION FROM THE STATED COVERAGE AND AMOUNTS THEREOF, AND SHALL FULLY INDEMNIFY AND DEFEND PROJEIO GROUP AND HOLD THEM HARMLESS, INCLUDING ATTORNEYS' FEES, COSTS OF DEFENSE AND INTEREST, FROM ANY AND ALL CLAIMS WHICH OTHERWISE WOULD HAVE BEEN INSURED BY PROJEIO'S INSURER HAD THE TERMS OF THE INSURANCE SECTION OF THIS AGREEMENT BEEN COMPLIED WITH.