

MASTER SERVICES AGREEMENT

BETWEEN

[[Contract_Hdr_udf_legal_entity]]

AND

[[Contract_Hdr_udf_vendor_legal_entity_name]]

EFFECTIVE _____, 20__

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS

- 1.1 Purchase Order
- 1.2 Work
- 1.3 Project
- 1.4 Contract Documents
- 1.5 Company
- 1.6 Affiliate

ARTICLE 2 – CONTRACT DOCUMENTS

- 2.1 Scope
- 2.2 Priority
- 2.3 Term
- 2.4 Authorized Representative

ARTICLE 3 – PAYMENT

- 3.1 Invoices/Payments
- 3.2 Withholding Payments
- 3.3 Acceptance of Final Payment
- 3.4 Payment to Subcontractors and Suppliers
- 3.5 Setoff

ARTICLE 4 – CHANGES

- 4.1 Changes in the Work
- 4.2 Change Orders
- 4.3 Adjustment Methods

ARTICLE 5 – SCHEDULE OF WORK

- 5.1 Time is of the Essence
- 5.2 Delays, Force Majeure

ARTICLE 6 – TERMINATION

- 6.1 Project Termination for Convenience
- 6.2 Project Termination for Default

ARTICLE 7 – BONDS

- 7.1 Performance Bonds

ARTICLE 8 – CONTRACTOR WARRANTY

- 8.1 Warranty of Work

ARTICLE 9 – CONTRACTOR REPRESENTATIONS

- 9.1 Contractor Skill and Judgment
- 9.2 Local Conditions
- 9.3 Review of Contract Documents
- 9.4 Licensing of Contractor
- 9.5 Materials to be Furnished
- 9.6 Quality of Work
- 9.7 Waiver of Lien Rights
- 9.8 Use of Company's Equipment
- 9.9 Provisions for Inspection, Audit
- 9.10 Cleanup
- 9.11 Protection of the Work
- 9.12 Non-Contracted Services
- 9.13 Property Owner Claims
- 9.14 Uncovering and Correcting Work
- 9.15 Substitutions
- 9.16 Contractor Personnel

ARTICLE 10 – LIMITATIONS

- 10.1 Limitation of Liability
- 10.2 Limitation of Action

ARTICLE 11 – INSURANCE

- 11.1 Insurance Requirements

ARTICLE 12 – INDEMNITY

- 12.1 Contractor Indemnity Obligations
- 12.2 Intellectual Property Indemnity
- 12.3 Exception for Willful Misconduct
- 12.4 Counsel for Indemnitees
- 12.5 Additional Defendant Joinder

ARTICLE 13 – LABOR RELATIONS

- 13.1 Labor Harmony

ARTICLE 14 – COMPLIANCE WITH LAWS

- 14.1 Environmental Compliance
- 14.2 Safety Compliance
- 14.3 Gas Facility and Pipeline Work

- 14.4 Drug Testing Compliance
- 14.5 Motor Carrier Safety Compliance
- 14.6 Affirmative Action Notice
- 14.7 Other Laws, Permits
- 14.8 Required Notices to Company
- 14.9 Governmental Reporting Requirements

ARTICLE 15 – CONFIDENTIALITY

- 15.1 Confidentiality Obligations
- 15.2 Use of Company's Name
- 15.3 Injunctive Relief

ARTICLE 16 – RELATIONSHIP OF PARTIES

- 16.1 Independent Contractor
- 16.2 No Agency
- 16.3 Persons Hired by Contractor

ARTICLE 17 – TAXES

- 17.1 Taxes and Withholding

ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Dispute Resolution
- 18.2 Joint Defense

ARTICLE 19 – GENERAL PROVISIONS

- 19.1 Governing Law
- 19.2 No Third Party Beneficiaries
- 19.3 Amendments
- 19.4 Survival of Provisions
- 19.5 Pennsylvania Act 7 Waiver
- 19.6 Counterparts
- 19.7 No Implied Waivers
- 19.8 Severability
- 19.9 Entirety of Agreement
- 19.10 Assignment and Subcontracting
- 19.11 Notices
- 19.12 Headings
- 19.13 Financial Disclosure
- 19.14 Record Retention

19.15 Supplier Diversity

19.16 Code of Conduct

Schedule A Insurance Requirements

SAMPLE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is made and entered into as of the ____ day of _____ 20____, by and between **[[Contract_Hdr_udf_legal_entity]]**, a **[[Contract_Hdr_udf_eqt_registry_state]]** **[[Contract_Hdr_udf_eqt_org_type]]**, having a business address at EQT Plaza, 625 Liberty Avenue, Suite 1700, Pittsburgh, Pennsylvania 15222-3111 (**[[Contract_Hdr_udf_legal_entity]]** or “Company”), and **[[Contract_Hdr_udf_vendor_legal_entity_name]]**, a **[[Contract_Hdr_udf_vendor_registry_state]]** **[[Contract_Hdr_udf_vendor_org_type]]**, having a business address at **[[ContractorAddress]]**, **[[ContractorCity]]**, **[[ContractorState]]** **[[ContractorZip]]** (“Contractor”). The parties collectively shall be referred to as “Parties” and individually as “Party.”

WHEREAS, for the regular conduct of its work and business, Company requires and Contractor is willing to provide, the Work described below.

In consideration of the mutual promises, undertakings and covenants contained herein and contained in any Purchase Order executed by the Parties, and intending to be legally bound hereby, the Parties hereto agree and covenant as follows:

ARTICLE 1 – DEFINITIONS

The following definitions apply in addition to the other definitions in this Agreement:

1.1 Purchase Order. The term “Purchase Order” means the order(s) of purchase issued by the Company to the Contractor and identifying the Project, project number, project location, scope of work, and any applicable specifications, drawings, company requirements, completion date, fixed price, guaranteed maximum price or unit prices and/or any other terms specific to a Project to be performed under the Contract Documents.

1.2 Work. The term “Work” means the services required of Contractor by the Purchase Order, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. It contemplates the complete performance of the Work as may be reasonably inferred from specifications, drawings, or other Company requirements referenced in the Purchase Order and other Contract Documents.

1.3 Project. The term “Project” is the location where the Work is performed under the Purchase Order and which may include other services by Company or by separate contractors.

1.4 Contract Documents. The term “Contract Documents” is defined in Section 2.1.

1.5 Company. The term “Company” means **[[Contract_Hdr_udf_legal_entity]]** and any Affiliate of EQT Corporation (“EQT”) that issues one or more Purchase Orders for Work under this Agreement that are accepted pursuant to Section 2.1 hereof.

1.6 Affiliate. The term “Affiliate” includes any corporation, partnership, limited liability company, or other domestic or foreign entity wholly-owned by EQT Corporation.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 Scope.

2.1.1 The Parties acknowledge that from time to time, Company may request that Contractor perform work and services on one or more of its projects. The Company and Contractor agree that, in the event, Company desires to engage Contractor to perform work and services in connection with one or more such projects and desires to accept Contractor’s bid or price quotation for the scope of work, Company shall issue a Purchase Order containing a scope of work to be performed at any identified Project. Company and Contractor agree that, with respect to every Project awarded to Contractor, all Work performed by Contractor shall be in accordance with and governed by the Purchase Order issued by the Company to Contractor to which this Agreement is incorporated, this Master Services Agreement, and all specifications, drawings, schedules, riders, exhibits, supplements, amendments, addenda, standards and other conditions referenced therein (collectively hereinafter defined and referred to as the “Contract Documents”). ANY SUCH PURCHASE ORDER(S) ISSUED BY THE COMPANY OR PURSUANT TO SECTION 2.1.2 SHALL BE DEEMED ACCEPTED BY CONTRACTOR ACCORDING TO ITS TERMS UPON THE DATE OF ISSUANCE (UNLESS CONTRACTOR NOTIFIES COMPANY TO THE CONTRARY IN WRITING WITHIN THREE (3) BUSINESS

DAYS OF RECEIPT) OR, IF EARLIER, UPON CONTRACTOR'S ACKNOWLEDGEMENT, COMMITMENT OR BEGINNING OF PERFORMANCE.

2.1.2 Any Affiliate may issue one or more Purchase Orders for Work under this Agreement and upon acceptance of any such Purchase Orders in accordance with clause 2.1.1. hereof:

(A) Contractor shall be deemed to have entered into a separate and enforceable Master Services Agreement identical to this Agreement (excluding any Contract Documents specific to the Work for [[Contract_Hdr_udf_legal_entity]]) but between such Affiliate and Contractor and such Master Services Agreement shall be incorporated into the Purchase Orders issued by Affiliate.

(B) Each Affiliate shall be liable to Contractor only for the obligations, and may exercise against Contractor only the rights, set forth under each Purchase Order issued by such Affiliate and accepted by Contractor.

(C) Contractor shall be liable to such Affiliate only for the obligations, and may exercise against such Affiliate, only such rights, set forth under Purchase Orders issued by such Affiliate and accepted by Contractor.

(D) The address for notices to any such Affiliate shall be set forth in the first Purchase Order issued by such Affiliate and if not so set forth shall be to the attention of the Procurement Director of such Affiliate at EQT Plaza, 625 Liberty Avenue, Suite 1700, Pittsburgh, PA 15222-3111, with a copy to the General Counsel at the same address.

(E) Unless otherwise expressly stated therein or agreed to in writing by such Affiliate and Contractor, no amendment to this Master Services Agreement shall constitute an amendment to such Affiliate's Master Services Agreement and,

(F) Without limiting the generality of the foregoing, (i) Contractor hereby agrees that it may not, as to any Purchase Order issued by such Affiliate and accepted by Contractor, exercise any right or remedy against [[Contract_Hdr_udf_legal_entity]] or any of EQT's other affiliates as a result of any breach or violation of the Contract Documents of the Purchase Order-issuing Affiliate including, without limitation, bringing suit against [[Contract_Hdr_udf_legal_entity]] or any of EQT's other Affiliates and (ii) such Affiliate hereby agrees that it may not, as to any Purchase Order issued by any of its Affiliates and accepted by Contractor, exercise any right or remedy against Contractor.

2.2 Priority. Wherever possible, the Contract Documents are to be read as cumulative and complementary. However, to the extent that any provisions of any of the Contract Documents are or may be inconsistent, the Contract Documents shall be interpreted and applied in the following order of priority: (a) the provisions of this Agreement, including Schedule A, except to the extent specifically superseded by a provision in the Purchase Order or another Contract Document issued by the Company; (b) the Purchase Order issued by Company; (c) the schedules and other documents attached to and incorporated into the Purchase Order; (d) the schedules and other documents attached to and incorporated into this Agreement; and (e) the remaining Contract Documents under and made a part of this Agreement.

2.3 Term. This Master Services Agreement is effective as of the date first above written and, unless earlier terminated in accordance with Article 6, below, shall have a primary term of three (3) years and shall continue thereafter on a contract-year to contract-year basis. Purchase Orders may be issued at any time during the term of this Agreement and, subject to Article 6, remain in effect until the Work to be performed under the Purchase Order is completed. The term of this Agreement and such other applicable Contract Documents shall be extended for such periods beyond its expiration date as may be necessary to complete the Work under any then outstanding Purchase Order.

2.4 Authorized Representative. If the Company designates one or more persons to be its Authorized Representative(s) when on-site at a Project and/or for other off-site Project related matters, Contractor shall contact only such person(s) for instructions, orders and/or directions, except as may be may otherwise provided herein or in an emergency.

ARTICLE 3 – PAYMENT

3.1 Invoices/Payments. Contractor may invoice Company on a monthly basis, such invoice providing sufficient detail to support Contractor's request for payment for the services and materials supplied and indicating the applicable Purchase Order Number. Company reserves the right to review and approve, in whole or in part, any invoice for payment from Contractor. Unless otherwise specified by Company or expressly indicated on the Purchase Order,

Company shall pay all approved amounts within thirty (30) days after Company receives Contractor's invoice, subject to any applicable retainage, conditions, or other adjustments. Company may elect to condition payment(s) on Final Completion of the Work by the completion date, if any, identified in the Purchase Order or other Contract Documents. Final Completion of the Work means the date Company agrees Contractor's Work is fully complete, satisfactory and acceptable in accordance with the Contract Documents, and the Contractor has completed all items on any punch lists issued by the Company, including all required Project warranties and other documentation.

3.2 Withholding Payments. Contractor agrees that payments may be withheld by Company by reason of:

- (A) Defective work not remedied.
- (B) Claims filed against Company by third parties relating to Contractor's Work.
- (C) Failure of Contractor to make payment to subcontractors and material suppliers.
- (D) Evidence that the Work cannot be completed for the unpaid balance of the Purchase Order price.
- (E) Damages or losses incurred by Company for which Contractor is required to indemnify Company.
- (F) Reasonable evidence that the Work will not be completed within the agreed time period and that the unpaid balance, if any, will not be adequate to cover the Company's damages for the anticipated delay.
- (G) Contractor's failure to carry out the Work in accordance with the Contract Documents to the satisfaction of Company.

3.3 Acceptance of Final Payment. Final payment shall constitute a waiver of all claims by the Contractor relating to the Contractor's Work, but shall in no way relieve the Contractor of liability for warranty obligations or for faulty or defective Work appearing after final payment.

3.4 Payment to Subcontractors and Suppliers. Contractor shall promptly pay all of its subcontractors, suppliers, materialmen, and other persons engaged in or about the performance of the Work. In the event Contractor fails to make prompt payment of any sums due to its subcontractors, suppliers, materialmen or other persons for work done or materials furnished, then in addition to all other rights granted to Company under the Contract Documents or by law, Company shall have the right, but not the duty, to retain out of any payment due or to become due to Contractor an amount sufficient to discharge all sums claimed or demanded by said subcontractors, suppliers, materialmen or other persons engaged by the Contractor. Contractor hereby specifically empowers and authorizes Company to pay to said subcontractors, suppliers, materialmen or other persons engaged by Contractor all sums claimed for materials sold or labor performed out of the monies due or to become due, but exercise of the rights and authority granted hereunder shall be at the sole discretion of Company.

3.5 Setoff. Company shall have the right to set off any amounts which may become payable to Company or its affiliates from Contractor under the Purchase Order and the other Contract Documents for a Project, or any other contract between all or some of these parties, against any amounts which Company may owe to Contractor under a Purchase Order or other Contract Documents for this Project or any other Projects.

ARTICLE 4 – CHANGES

4.1 Changes in the Work.

4.1.1 Changes in the Work may be accomplished without invalidating the Contract Documents by Change Order issued by the Company at any time. No changes are to be made, however, except upon a written Change Order issued from the Company to Contractor, and the Company shall not be held liable to Contractor for any extra labor, materials, or equipment furnished in the absence thereof, or for any extra work necessitated by any action or omission of Contractor or a third party.

4.1.2 A Change Order shall be binding and deemed accepted by Contractor according to its terms upon the date of issuance (unless Contractor notifies Company to the contrary in writing within three (3) business days of receipt) or, if earlier, upon Contractor's acknowledgement, commitment or beginning of performance.

4.1.3 Changes in the Work required by Change Orders shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise directed in the Change Order.

4.2 Change Orders.

4.2.1 A Change Order is a written directive or other instrument prepared and issued by the Company stating:

- (A)** A change in the scope of work;
- (B)** The amount of the adjustment to price, utilizing, as applicable, any unit rates set forth in the Purchase Order or other Contract Documents, or another method listed in Section 4.3; and/or
- (C)** The extent of the adjustment, if any, to the Project end date.

4.3 Adjustment Methods.

4.3.1 The price for a Change Order may be based on one of the following methods:

- (A)** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- (B)** Unit rates, if any, stated in the Purchase Order or otherwise agreed upon;
- (C)** To facilitate a determination, Company may require Contractor to submit within five (5) days of request a firm proposal for review for performance of a Change Order; and/or
- (D)** As provided in Section 4.3.2.

4.3.2 If the Contractor and Company disagree with the method for determining the price for the changed Work, the method and the adjustment shall be determined on the basis of reasonable expenditures and savings relating to the change, including a reasonable allowance for overhead and profit, as calculated by the Company from the components set forth below, unless otherwise provided in this Agreement. Contractor shall keep and present, in such form as the Company may prescribe, an itemized accounting, together with appropriate supporting data, for such purposes.

- (A)** Costs of labor, including social security and unemployment insurance, fringe benefits required by agreement or custom and workers' compensation insurance.
- (B)** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- (C)** Rental costs of machinery and equipment, exclusive of hand tools;
- (D)** Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the changed Work; and
- (E)** Additional costs of supervision and field office personnel directly attributable to the changed Work.
- (F)** Ten (10%) percent overhead and five (5%) profit on all permitted costs.

4.3.3 Amounts not in dispute for such changes in the Work shall be invoiced by Contractor accompanied by a Change Order indicating the Parties' agreement with part or all of such costs. Costs that remain in dispute shall be subject to the dispute resolution procedures provided in Article 18.

ARTICLE 5 - SCHEDULE OF WORK

5.1 Time Is of the Essence. With respect to performance on the part of Contractor, time is of the essence. Contractor shall perform its Work so that the entire Project may be completed in accordance with the Contract Documents, completion date and schedule of work, if any, identified in the Purchase Order. The Company shall have the right to decide the time, order and priority in which the various portions of Work shall be performed and all other matters relative to the timely and orderly conduct of the Contractor's Work.

5.2 Delays, Force Majeure. Any delays for which the Contractor will be entitled to an extension of time for completion will only be delays caused by conditions over which the Contractor has no control or delays due to the Company. Extensions of time will only be granted pursuant to the procedures for Change Orders set forth in Article 4. Contractor acknowledges that it shall not be entitled to receive or make any claims for compensation for delays,

acceleration, inefficiency or other type of impact resulting from any delays encountered by Contractor. Contractor acknowledges that such delay claims shall be fully compensated by an extension of time to complete the Work regardless of when granted.

ARTICLE 6 - TERMINATION

6.1 Project Termination for Convenience. The Company shall have the right to terminate or suspend the Work or any part thereof under any Purchase Order and/or such other applicable Contract Documents, for its convenience and without cause, at any time, by providing forty-eight (48) hours prior written notice to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance of the Work except as may be authorized by the Company as being necessary to preserve or protect Work previously performed. In the event of termination or suspension under this Section, Contractor shall be entitled to a percentage of the Purchase Order price for the Project Work reflecting the percentage of Work actually completed in accordance with the Contract Documents prior to the effective date of such termination or suspension. Payment of the sums hereunder from Company to Contractor shall be subject to any conditions precedent or charges set forth in the Contract Documents. The rights and remedies set forth above are the sole and exclusive remedies of Contractor in the event of a termination or suspension without default and Company shall have no other liability to Contractor on account of or for any damages, including lost profits for work performed or not performed, arising out of such termination or suspension.

6.2 Project Termination for Default.

6.2.1 Contractor shall be deemed in default under and in breach of the Contract Documents whenever Contractor shall:

- (A) Suffer voluntary or involuntary bankruptcy.
- (B) Make a general assignment for the benefit of its creditors.
- (C) Become insolvent however evidenced or have a receiver appointed for it on account of insolvency.
- (D) Fail to supply sufficient labor and materials or to make adequate provision for the timely performance of the Work for the Project.
- (E) Fail to make prompt payment when due to its subcontractors and suppliers for material or labor.
- (F) Fail to comply with any requirement or provision of the Contract Documents.
- (G) Violate or allow a violation of any law or regulation applicable to the performance of its Work.
- (H) Violate Company's safety, environmental, controlled substances or other applicable rules and policies.
- (I) Fail to provide Company with adequate assurances as of the timeliness or quality of its performance within two (2) days after receipt of a written demand from Company for such assurances.
- (J) Permit any performance, security or insurance policy required to be maintained by the Contract Documents to be suspended or canceled without Contractor's providing immediate replacement coverage; or upon the insolvency of the issuing financial or insurance institution, to fail to provide an immediate replacement performance, security or insurance policy.

6.2.2 In the event of a default by Contractor under Paragraph 6.2.1 above, Company shall have the right:

- (A) To remedy the Contractor's deficiency and deduct the cost therefore from any payment then or thereafter due to the Contractor;
- (B) To terminate the Purchase Order and/or such other applicable Contract Documents for the Work or any part thereof and take possession of all materials, tools, equipment and appliances and complete the Work by whatever method the Company deems expedient. Contractor hereby specifically authorizes Company to undertake and charge the cost thereof to Contractor of Company (1) completing the Work itself with labor and materials priced at the prevailing rates with proper allowances for profit and overhead; (2) agreeing with others, through one or more contracts, to finish the Work at such prices and on such terms and conditions as Company deems advisable in its sole discretion; or (3) to finish a portion of the Work itself and to contract with others to finish the remaining portion of the Work.

(C) To pursue any other remedy provided under the Contract Documents or available at law or equity. Exercise by Company of any such remedy or right shall not be an election of remedies nor restrict Company's right to assert any other available right or remedy, nor operate to relieve Contractor of further liability and any and all damages, including consequential damages, sustained by reason of Contractor's default, unless and only to the extent expressly provided otherwise in the Contract Documents.

6.2.3 In the event Contractor is declared in default, Contractor grants Company a security interest in all of its tools, equipment and materials on the Project site for completion of the Project Work and as security for any damages the Company may incur as a result of Contractor's default. In the event of termination under Section 6.2, the Contractor shall promptly assign and transfer to the Company, as directed by Company, all subcontracts, orders and commitments which the Company may request be transferred or assigned, to mitigate the Company's damages, and Contractor shall execute and deliver all such documents and take all such action as the Company may require to fully vest in the Company the right of the Contractor in and to the same.

6.2.4 Contractor shall be liable to the Company for the Company's actual and reasonable costs in excess of the unpaid portion of the Purchase Order price, as may be amended by Change Order, incurred by the Company or any party acting on the Company's behalf in completing the Project Work. Contractor shall be liable to Company for all costs incurred as a result of accelerated or expedited methods in order to meet the original schedule completion dates, or otherwise mitigate any delay caused by such default and all legal fees and additional expenses incurred as a result of Contractor's default. Company shall be entitled to withhold further payments to the Contractor unless and until the Company determines that the Contractor is entitled to further payments. Upon completion of the Project Work by the Company or third parties, the total cost of the Work and/or cost impact of Contractor's default shall be determined; and the Company shall give Contractor notice of said amount. If such costs and damages exceed the unpaid balance of the Purchase Order price as amended, the Contractor shall pay the difference to the Company. If a court of competent jurisdiction or arbitrator shall determine that Company's termination for default was wrongful, or in breach of the Contract Documents, Contractor agrees that said termination shall convert to and be deemed a termination without default consistent with the terms of Section 6.1.

ARTICLE 7 – BONDS

7.1 Performance Bonds. Company shall have the right to require Contractor to furnish bonds covering the faithful performance of the Work and the payment of obligations arising thereunder in such sums as the Company may designate. If the requirement for said bonds was not part of the scope of the Purchase Order, the costs to secure said bonds shall be agreed upon by Change Order. Upon the request of Company or any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Work, Contractor shall promptly furnish a copy of the bond(s) or permit a copy to be made by any such potential beneficiary.

ARTICLE 8 – CONTRACTOR WARRANTY

8.1 Warranty of Work. Contractor warrants its Work against all deficiencies and defects in materials and/or workmanship and as required in the Contract Documents. Contractor shall guaranty or warrant its Work for a period of no less than one (1) year from the date of substantial completion of its Work. In addition, any manufacturer's warranties shall be assigned to the Company if permitted by manufacturer. If such assignment is not permitted by manufacturer, Contractor shall require any such manufacturers to comply with all warranty obligations granted to Contractor for the benefit of the Company.

ARTICLE 9 - CONTRACTOR REPRESENTATIONS

9.1 Contractor Skill and Judgment. Contractor agrees to furnish its best skill and judgment when discharging its obligations hereunder and to complete the Work in a good, workmanlike, safe, expeditious and economical manner, free from defects.

9.2 Local Conditions. Contractor accepts and is familiar or has familiarized itself with:

(A) The conditions affecting construction at the Project site where the Work is to be performed.

(B) The work to be performed by other contractors on the Project relating to the Work, either in nature or relevant in connection with the time for performance of the Work;

(C) Contractor acknowledges all excavation is unclassified and includes excavation and removal of all materials encountered whatever in nature.

(D) Contractor shall give Company immediate notice, confirmed in writing, before disturbing any unknown or unexpected subsurface or hidden archeological, historic, or other similar condition encountered by Contractor during the progress of the Work.

9.3 Review of Contract Documents. Contractor has reviewed the Contract Documents in detail and represents that there are no areas of ambiguity, confusion or conflict and Contractor is fully familiar with all terms, general and specific conditions and obligations of the Contract Documents. Contractor enters into the Purchase Order and Contract Documents based upon its own independent investigation of all such matters and not based on any discussions, statements or representations of the Company.

9.4 Licensing of Contractor. Contractor is properly licensed by the applicable public agencies to perform the Work as required by all applicable laws and regulations.

9.5 Materials to Be Furnished. All materials furnished and used in connection with the Work shall be new, of good quality and approved by the Company. Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project or the Work.

9.6 Quality of Work. Contractor will comply with the Contract Documents as they may be modified, will complete the Work in a good and workmanlike manner free from defects and will use the skill and judgment customarily utilized in the trade of Contractor in performing the Work. The Work will at all times meet the approval of the Company. Contractor will inspect all surfaces prior to commencing work. Contractor will not commence work until deficiencies and other surface/subsurface conditions that would adversely affect the integrity of Contractor's completed Work have been corrected. Contractor shall inform Company immediately should any surface/subsurface be unacceptable to commence or continue the Work. Contractor's start of the Work constitutes Contractor's acceptance of the existing surfaces and conditions.

9.7 Waiver of Lien Rights. To the extent permitted by applicable law, Contractor covenants, promises and agrees that no mechanic's or materialman's liens or claims of any kind shall be filed or maintained on the real property of the Project or any part thereof; provided, however, that the aforesaid waiver of Contractor's right to file a mechanic's lien shall be effective only to the extent that payment is actually received by Contractor for Work performed by Contractor. Additionally, Contractor shall submit to Company upon request with each pay application or invoice, including the final pay application or invoice, for itself and for each subcontractor, if any, conditional and unconditional waivers provided by Company for progress and final payments. In the event that any mechanics liens or claims are filed by anyone in relation to the Work of the Contractor, Contractor shall have same discharged within five (5) days after receipt of notice thereof from Company. Upon failure of Contractor to do so, Company may have said liens or claims discharged and the expense thereof, including any obligation assumed, deposit, bond, indemnity or otherwise, plus attorneys' fees shall be paid by Contractor and may be deducted by Company from any amounts due to Contractor.

9.8 Use of Company's Equipment. The following terms apply to any specifications, drawings, designs, schematics, technical information, data, commodities, equipment, vehicles, material, patterns, tools, dies, gauges, test equipment, custom goods or components or other property or premises that are supplied by Company to Contractor (hereinafter "Company-Furnished Property"). Contractor, its agents, employees, subcontractors or suppliers shall not use Company-Furnished Property, including Company's equipment, including any vehicles without the express written permission of the Company's designated representative. If Contractor or any of its agents, employees, suppliers or lower-tiered subcontractor utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Company, with or without permission, Contractor shall defend and indemnify Company as provided in Article 12 herein for any loss or damage, including personal injury or death, which may arise from such use. Contractor acknowledges that it is using any such Company equipment, "as is", and that there are no express or implied representations or warranties from Company to Contractor relating to the condition or fitness for any use of Company's equipment. Contractor agrees to abide by the following:

(A) Title. Title to Company-Furnished Property shall remain with Company. Contractor shall segregate and clearly mark Company-Furnished Property to show Company's ownership and shall preserve Company's title thereto free and clear of all encumbrances. Contractor shall, if requested by Company, submit to Company an itemized inventory showing the description and location of each item of Company-Furnished Property. Company shall have the right to enter Contractor's premises to inspect Company-Furnished Property.

(B) Right of Removal. Should Contractor fail to perform the duties imposed upon it by this Section or should Company at any time have reason to believe that its title to or right to the possession of any Company-Furnished Property is threatened, Company shall have the right to enter upon Contractor's premises and remove such property, including all copies thereof.

(C) Return or Disposal. Upon completion or termination of this Agreement or, for Company-Furnished Property related to a specific Purchase Order, Contractor shall segregate all Company-Furnished Property and shall return it to Company or otherwise dispose of it as Company may direct.

(D) Abandonment. Company reserves the right to abandon Company-Furnished Property at no additional cost to Company upon issuance of written notification to Contractor of such intent.

(E) Maintenance. Contractor shall, at its expense, perform all maintenance, repairs and replacements necessary with respect to Company-Furnished Property so that the same may remain suitable for the use contemplated hereby and may be returned to Company in as good condition as when received, except for reasonable wear and tear or consumption of materials necessarily resulting from their use.

(F) Notice of Defects. Contractor shall give Company prompt written notice of any Company-Furnished Property which upon delivery is found to be defective. The correction or replacement of such defective property shall be accomplished at Company's written direction.

(G) Risk of Loss. Upon delivery to Contractor, the risk of loss or damage to Company-Furnished Property shall be upon Contractor. Risk of loss or damage shall transfer to Company when such property is returned to Company.

9.9 Provision for Inspection, Audit. Contractor shall notify Company when portions of the Contractor's Work are ready for inspection. Contractor shall, at all times, furnish the Company and its representatives adequate facilities for inspecting materials at the site or any place where materials under the Contract Documents may be in the course of preparation, process, manufacture, or treatment. Contractor shall furnish to Company in such detail and as often as required, full reports of the progress of the Contractor's Work irrespective of the location of such Work. Contractor shall provide such other access to its facilities and books and records, and those of its subcontractors and suppliers, as Company may request for inspection and/or audit purposes.

9.10 Cleanup. In addition to its own cleaning obligations, Contractor shall follow Company's cleanup directions and, at all times, keep the Project free from debris and unsafe conditions resulting from Contractor's Work and keep all buildings or premises broom clean. If Contractor fails to immediately commence cleanup duties within twenty-four (24) hours after receipt from Company of written notice of non-compliance, Company may implement such safety or cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due Contractor.

9.11 Protection of the Work. The Contractor shall take necessary precautions to properly protect the Contractor's Work, the work of others and Company-supplied materials from damage caused by Contractor's operations. Contractor assumes all risk and responsibility for theft or damage to materials, including pipe and related materials supplied by Company and delivered to the Project site. Should the Contractor cause or be responsible for damage to the work or property of Company or others, Contractor shall promptly remedy such damage or theft to the satisfaction of Company or Company may so remedy and deduct the cost thereof from any amounts due or to become due Contractor.

9.12 Non-Contracted Services. Contractor agrees, except as otherwise provided in the Contract Documents, that no claim for non-contracted construction services rendered or materials furnished shall be valid or made. For such permitted claims, the Contractor shall provide Company notice:

(A) Prior to furnishing of the services or materials, except in an emergency affecting the safety of persons or property;

(B) In writing of such claim within three (3) days of furnishing such services or materials; and if Contractor fails to comply strictly with the requirements to timely notify Company in writing of any claims for non-contracted services, Contractor agrees that it waives all rights in respect thereto and shall not be entitled to make or file any such claim.

9.13 Property Owner Claims. Restoration of property owned by third parties must be performed as soon as practical and in strict conformance with the Contract Documents. Contractor shall notify Company, in writing, immediately upon receiving notice of any claims for damages by third party property owners.

9.14 Uncovering and Correction of Work. If a portion of the Work is covered contrary to the Company's request or to requirements in the Contract Documents, Contractor shall, if required in writing by Company, uncover said Work for the Company's examination and be replaced at the Contractor's expense without changing the contract time. If a portion of the Work has been covered for which the Company has not specifically requested to examine prior to being covered, Company may request to inspect such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering and replacement shall, by appropriate Change Order, be at the Company's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Company or separate contractor, in which event, the Company shall be responsible for payment of such costs.

9.15 Substitutions. Contractor shall make no substitutions in Contractor's Work unless permitted in the Contract Documents and only then upon first receiving all approvals required thereunder for substitutions.

9.16 Contractor Personnel. Contractor shall make available a sufficient number of trained and qualified personnel to complete the Work, and shall increase its work force as required and/or directed by the Company for the purpose of complying with the Schedule of Work. Costs associated with such increase in work force shall be borne by the Contractor. All personnel used by Contractor in the performance of the Work shall be skilled and qualified by training and experience to perform their assigned tasks. At the request of the Company, personnel deemed by the Company to be unqualified or otherwise objectionable due to performance or other reasons, such as non-compliance with Applicable Laws, Safety Rules, or other requirements of the Contract Documents, shall be excluded from the Project.

ARTICLE 10 – LIMITATIONS

10.1. Limitation of Liability. IN NO EVENT SHALL COMPANY, ITS PARENT, SUBSIDIARIES OR AFFILIATES OR THEIR EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES (OR EQUIVALENTS THEREOF NO MATTER HOW CLAIMED, COMPUTED OR CHARACTERIZED) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY PURCHASE ORDER OR CONTRACT DOCUMENT OR COMPANY'S PERFORMANCE OR BREACH THEREOF, REGARDLESS OF WHETHER ANY SUCH LIABILITY SHALL BE CLAIMED IN CONTRACT, WARRANTY, EQUITY, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT TORT LIABILITY) OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. Limitation of Action. Any action resulting from any breach of contract on the part of Company as to the performance of a Purchase Order or this Agreement shall be deemed settled and forgiven in full unless commenced within one (1) year after the cause of action has accrued.

ARTICLE 11 - INSURANCE

11.1 Insurance Requirements. Contractor shall comply with the insurance requirements contained in Schedule A hereto, incorporated herein by reference.

ARTICLE 12 – INDEMNITY

12.1 Contractor Indemnity Obligations. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Company, its parent, subsidiaries, affiliates, co-owners, co-lessees and their partners, directors, officers, employees, agents, successors and assigns ("Indemnitees") from and against any and all claims, demands, causes of action, damages, liabilities, judgments, losses, fines, awards, penalties, costs and expenses, including attorneys' fees and other costs of defense (hereinafter "Claims and Expenses") arising out of or resulting from Contractor's Work or other performance under this Agreement and/or attributable to: (a) the negligent or willful act or omission of Contractor, its subcontractors, suppliers, employees, agents or invitees, or anyone acting under Contractor's direction or control in connection with the performance of the Work or for whose acts Contractor may be liable; (b) breach by Contractor of any representation or warranty of Contractor; (c) Contractor's failure to comply with any provision of this Agreement or the Contract Documents; (d) if Contractor transports or hauls Company property (including loading and unloading), any resulting damage or loss; or (e) Contractor's failure to comply with Applicable Laws, Safety Rules or Permits (defined below), including without limitation any corrective measures which may be required.

12.2 Intellectual Property Indemnity. Contractor's indemnity obligations under section 12.1 shall apply to and include any infringement or claim of infringement by the Work or any part thereof of any patent, copyright, trade secret or other third-party intellectual property right. Contractor agrees to pay all royalties and license fees which may be

due upon the inclusion of any patented or otherwise infringing materials in the Contractor's Work. At its sole option, Company may be represented by and actively participate through its own counsel in any such infringement suit or proceeding, and the costs of such representation shall be paid by Contractor. Without in any way limiting Company's rights and Contractor's obligations, in the event that the Work or any part of the Work is held to constitute infringement or its use is enjoined, Contractor shall, at Company's option and Contractor's sole expense, in a timely manner: (a) procure for Company a license or other right to continue using the affected Work; (b) replace the affected Work with a substantially equivalent non-infringing property; or (c) modify the Work or part of the Work so it becomes non-infringing but is substantially, functionally equivalent.

12.3 Exception for Willful Misconduct. The defense and indemnification obligations accepted by Contractor under this Article shall apply regardless whether any such Claims and Expenses are caused or claimed to have been caused in part by an Indemnitee. To the fullest extent permitted by law, it is the intent of the Parties that Contractor's defense and indemnification obligations shall indemnify the Indemnitees against their concurrent negligence, if any. However, Contractor shall have no obligation to indemnify any Indemnitee against its sole negligence or willful misconduct.

12.4 Counsel for Indemnitees. Contractor's defense of the Indemnitees under this Article 12 shall be undertaken with counsel acceptable to the Indemnitee or Indemnitees represented.

12.5 Additional Defendant Joinder. Contractor's obligations under this Article 12 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by Contractor pursuant to any applicable workers' compensation, disability or other employee benefit law, program or policy, and Contractor hereby expressly waives the provisions of any such statute precluding its joinder as an additional defendant in any action by Contractor's or its subcontractors' employees.

ARTICLE 13 - LABOR RELATIONS

13.1 Labor Harmony. Contractor shall employ only such labor at a Project as can work in harmony with other trades and personnel on the Project and shall not cause dissension among any other workers or cause any work stoppages. If a work stoppage occurs on the job, whether by workers employed by Contractor, its subcontractors or by others because of matters relating to Contractor's Work, Company shall have the right to terminate this Agreement in accordance with the procedures set forth in Article 6. In any event, and in addition to any remedies set forth herein, Contractor shall be responsible to Company for all losses, damages and expenses incurred by Company as a result of any such work stoppage.

ARTICLE 14 - COMPLIANCE WITH LAWS

14.1 Environmental Compliance. Contractor shall not cause or permit a violation of, or perform Project Work in a manner that will subject the Project site to any remedial obligation under any local, state or federal environmental laws. Contractor must take all steps necessary to determine that no Hazardous Materials as defined below – including hazardous wastes or Hazardous Materials in solid wastes – are being disposed of or otherwise released by Contractor, its employees, subcontractors or agents at the Project site, except as may be specifically permitted by applicable law or the Contract Documents. Contractor shall not cause or permit the disposal or other release of any Hazardous Material on or to a Project site. Contractor must keep or cause the Project site to be kept free of any Hazardous Material and to remove the same (or if removal is not permitted by law, to take whatever action is required by law) promptly upon discovery at Contractor's sole expense. Contractor shall indemnify and hold Company harmless from any costs or damages caused by any breach by Contractor of this Article including, but not limited to, citations, penalties or fines from any applicable governmental authority. Hazardous Materials shall include, but not be limited to:

- (A) any polychlorinated biphenyls ("PCB");
- (B) any asbestos or asbestos containing materials ("ACM");
- (C) all hazardous, carcinogenic, toxic or contaminated materials, chemicals, pollutants or waste material identified, defined or prohibited under any local, state or federal environmental law;
- (D) all materials, substances, chemicals or wastes as from time to time listed or defined by OSHA or the United States Environmental Protection Agency ("EPA") as hazardous, toxic, carcinogenic or contaminated;

- (E) any health hazard or hazardous chemical or material as defined by OSHA in 20 C.F.R. 1910.1000 or 1910.1200 or as otherwise classified by any other applicable state or federal governmental law, rule or regulation;
- (F) any material, substance, chemical or waste subject to any right to know or hazardous communication requirements promulgated or issued by applicable governmental authority; and
- (G) all explosives.

14.2 Safety Compliance. The safety of the general public, including Contractor's employees and Company employees, shall at all times be paramount and protected by Contractor in the performance of the Work. During performance of the Work, Contractor shall be responsible for the prevention of accidents and injury in the vicinity of or connected with Contractor's Work. Contractor agrees to comply with all federal, state and municipal laws, ordinances, rules, regulations, codes and other requirements concerning safety, including but not limited to, the Federal Occupational Safety and Health Act of 1970, as amended ("OSHA"). Contractor shall comply with all safety standards established by the Company and any applicable site-specific safety plans, including without limitation any Company published contractor safety program, provided to Contractor prior to commencement of Contractor's Work (collectively "Safety Rules") and which Safety Rules are incorporated herein by reference. Prior to commencement of Contractor's Work, Contractor shall provide to the Company its current accident safety rating (Notice of Violations/Citations and Three-Year Incident Rate History). Upon request, Contractor shall also provide a copy of its safety policy, material safety data sheets and all other requested safety related documents required by federal, state, municipal or local laws. Company reserves the right to order Contractor to stop work on any part of the Work which Company deems unsafe until corrective measures satisfactory to the Company have been completed. The Company may direct the immediate removal from the Project site any employee, subcontractor or agent of Contractor it deems is working in an unsafe manner, not following required safety standards or not possessing the necessary training to perform the Work in a legally safe manner. Contractor shall not bring on to the Project site equipment that is not properly guarded, in good working condition, or in compliance with all required safety standards. Contractor shall immediately remove from the Project equipment not in compliance with all safety standards or as directed by Company.

14.3 Gas Facility and Pipeline Work. All Work relating to gas facilities and pipelines performed under the Contract Documents, including, but not limited to, design, construction and testing, shall be governed by and in compliance with all applicable rules and regulations specifically including but not necessarily limited to those of the United States Department of Transportation, Minimum Federal Safety Standards, Title 49, Code of Federal Regulation, Part 192 ("DOT"), The Guide for Gas Transmission and Distribution Piping Systems (hereinafter referred to as "ASME"), and the Company's Operating Standards. Contractor acknowledges that it has been furnished a copy of and/or copies of which will be furnished to Contractor upon request.

14.4 Drug Testing Compliance. Contractor shall comply with all requirements of the United States Department of Transportation's ("DOT") Drug and Alcohol Testing Program pursuant to Title 49, C.F.R., Parts 192 and 199, if applicable, and upon request by Company shall, subject to applicable law, furnish copies of any results of mandated drug testing.

14.5 Motor Carrier Safety Compliance. The Contractor shall, at all times, be in compliance with, the Motor Carrier Safety Regulations of the DOT as set forth in Title 49 of the C.F.R., Chapter 3, and any Vehicle Safety Regulations prescribed by the applicable state laws. It shall be the obligation of the Contractor to obtain the highway and/or hauling permits, as necessary and required, from the proper agency in the state in which the work is to be performed, as well as to ensure that operators of vehicles have any required commercial drivers license(s).

14.6 Affirmative Action Notice. Contractors, vendors and subcontractors are hereby notified that they may be subject to the provisions of 29CFR Part 470, 41CFR Section 60-1.4(c), 41CFR Section 60-250.4 and Section 60-741.5 with respect to affirmative action program and plan requirements. Contractor shall comply with all federal, state and local laws prohibiting discrimination and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, disability or national origin. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

14.7 Other Laws, Permits. In addition to the above referenced laws, in the performance of the Work, Contractor shall comply with all other applicable statutes, ordinances, rules, decrees, requirements or regulations of any governmental authority or agency having jurisdiction over the Work (collectively "Applicable Laws"), including other applicable United States and foreign laws and regulations and including, but not limited to, the Fair Labor Standards

Act of 1938 (29 U.S.C. §§ 201-219), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-332), all laws restraining the use of convict labor, the Americans with Disabilities Act, and Worker's Compensation Laws. As part of its compliance with Applicable Laws, Contractor will also obtain and comply with all permits, licenses and authorizations (collectively "Permits") necessary for its performance hereunder. Upon request, Contractor agrees to certify compliance with any Applicable Laws, Safety Rules and/or Permits. Contractor's failure to comply with any of the requirements of this Article 14 may result in material breach of this Agreement.

14.8 Required Notices to Company. Contractor shall immediately notify Company of the occurrence of:

- (A) Any incident, accident, action, loss, or existence of any unsafe or other condition which involves or could involve personal injury or property damage or loss relating to the Project or Contractor's Work.
- (B) Any potential, actual or pending Project site inspection, investigation or inquiry by any governmental authority in connection with any applicable safety, environmental protection, labor, employment or other laws.
- (C) If notice is first given orally, Contractor shall provide written notice to Company as soon as possible.

14.9 Governmental Reporting Requirements. Unless specified in the Contract Documents or otherwise required by law, Contractor agrees not to undertake to report for Company to any federal, state or local public agencies or officials any conditions at the Project site, nor act as the Company's agent with respect to any applicable laws or governmental inspections while performing its Work at the Project site. Company agrees to notify each appropriate agency or official, as required by law, of the existence of any condition at the Project site that creates an obligation to notify, and Contractor agrees to assist Company with any such notice requirements.

ARTICLE 15 - CONFIDENTIALITY

15.1 Confidentiality Obligations. Contractor shall keep confidential and not, either during or after the performance of the Work, except as required in the course of performance of the Work or with the prior written consent of the Company, communicate or divulge to, or use for the benefit of Contractor or any other person, firm, association or corporation, any confidential or proprietary information of Company, including but not limited to the Contract Documents and information concerning (i) technical information in respect to the products and services of Company, including any inventions, discoveries, improvements, processes, business methods, product design information, patents and applications for patents, copyrightable work, software, including object and source code, and related trade secrets; and (ii) business information in respect to the products and services of the Company, including the names and contact information for the existing and potential customers of Company, market research and studies, future plans, business affairs, pricing, margins, discounts and costs (the "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information of Company may include information that it develops as well as information that it learns from Company. All records, files, memoranda, reports, price lists, customer lists, drawings, plans, sketches, documents, software, including object and source code, equipment, and the like, relating to the business of the Company, which Contractor shall use or prepare or come into contact with, shall remain the sole property of Company and shall be returned to Company upon request or termination of Contractor's Work, together with all copies thereof.

15.2 Use of Company's Name. Contractor may not use Company's name in advertisements, news releases, publicity statements, web sites, interviews, articles, brochures, client listings or other advertising or marketing materials without the prior written consent of Company.

15.3 Injunctive Relief. Contractor agrees that, in the event of a breach or violation of this Article, the Company will not be adequately compensated by money damages. Accordingly, Contractor expressly agrees that, upon such a breach or violation, the Company, in addition to all other remedies, shall be entitled as a matter of right to injunctive relief without the necessity of posting a bond or other security. In the event a court in which relief is sought under the foregoing provisions of this Agreement should determine that any of the above prohibitions are unreasonable, such provisions and related prohibitions shall be modified to conform with whatever said court shall consider reasonable.

ARTICLE 16 - RELATIONSHIP OF PARTIES

16.1 Independent Contractor. It is understood by the Parties that Contractor is an independent contractor with respect to Company, and not an employee or agent of Company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of Contractor or its personnel. In acting as an independent contractor, Contractor as such is not eligible for unemployment or workman's compensation. Contractor is responsible for all applicable payroll and government taxes.

16.2 No Agency. Contractor has no authority to act for or on behalf of Company as agent or otherwise unless expressly authorized in writing by the Company. Contractor is not authorized to bind Company in any manner or to incur any obligation, expenditure or liability on behalf of or against Company, or to make any representation or warranty on behalf of Company, without the prior written authorization of the Company.

16.3 Persons Hired by Contractor. It is further understood and agreed that all persons hired or assigned by Contractor to perform labor or services for the Work required under this Agreement are, and shall remain during the performance of this Agreement, Contractor's employees for all purposes, including without limitation for the purposes of worker's compensation. It is further understood and agreed that from time to time and as the circumstances may require, the Authorized Representative of Company may direct any employee or employees of Contractor to a particular work site or location, or may provide instructions concerning the tasks to be performed by them, but no such instruction or directions shall be construed by Contractor to constitute control of the manner or method of the performance of the employee's work, nor shall any such instructions or directions constitute the employee to be the employee of Company for any purpose, and Contractor agrees to indemnify and hold harmless Company from any and all claims which are or may be asserted against Company by the employee as a result of any such directions or instructions.

ARTICLE 17 - TAXES

17.1 Taxes and Withholding. Contractor is responsible for and shall assume liability for payment and withholding of any tax, federal, state, municipal or other, imposed by reason of the performance of the Work hereunder, including but not limited to those with respect to the Contractor's receipts or income and those with respect to compensation, wages, or other remuneration for any work to be performed by Contractor or its employees under this Agreement and shall pay direct to the state in which the Work is to be performed all sales and use taxes for materials furnished by the Contractor in connection with its prosecution of the Work. Contractor shall further comply with the governmental regulations with respect to all of the foregoing taxes, including the filing of all necessary reports and returns.

ARTICLE 18 - DISPUTE RESOLUTION

18.1 Dispute Resolution. Contractor agrees any dispute, controversy or claim arising out of or relating to the rights and obligations under the Contract Documents shall be settled upon Company's request in its sole discretion by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or similar rules. Such arbitration shall be held in Allegheny County, Pennsylvania. Contractor agrees to submit to the jurisdiction of the arbitration panel at such venue. The award rendered by the arbitrator(s) shall be final, and judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Contractor irrevocably agrees to submit to the exclusive jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania if the Company chooses to resolve any disputes by litigation. Contractor shall proceed diligently with any undisputed Work under the Contract Documents notwithstanding the existence of any dispute, controversy or claim, and during the pendency of any dispute resolution process as set forth in this Section. Notwithstanding the foregoing, in the event that Company is sued or subjected to any other action or proceedings relating to Contractor's Work at the Project in any other state or forum, Company shall have the right to join Contractor and prosecute its claims, or any one or more of them, against Contractor in such other suit, action or proceeding.

18.2 Joint Defense. Should the Parties both be named as defendants in any third-party claim or cause of action arising out of or relating to the Work or the Project, then, at the Company's sole discretion, prior to the filing or submission of any response to the claim or cause of action or as soon thereafter as reasonably practicable, Contractor and the Company will cooperate with each other in the joint defense of their common interests to the extent permitted by law, and will enter into an agreement for joint defense of the action.

ARTICLE 19 - GENERAL PROVISIONS

19.1 Governing Law. The Contract Documents shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules.

19.2 No Third-Party Beneficiaries. The Contract Documents shall create no rights in any party other than Company and Contractor; and no other party is intended to be a third-party beneficiary of the Contract Documents, except as specifically indicated herein.

19.3 Amendments. No modification or amendment to the Purchase Order or Contract Documents shall be effective or binding upon Company unless and until a separate document is signed or otherwise issued by Company in accordance with the provisions hereof. Any terms or conditions contained in any of Contractor's documents purporting to supersede or amend the Contract Documents shall be of no force or effect unless such documents are expressly agreed to and countersigned by Company.

19.4 Survival of Provisions. In order that the Parties hereto may fully exercise their respective rights, perform their respective obligations hereunder arising from the performance of the Work under the Contract Documents, such provisions of the Contract Documents required to ensure such exercise or performance shall survive the termination of any Purchase Order or the Contract Documents.

19.5 Pennsylvania Act 7 Waiver. To the extent permitted by law, for any Project to be performed in Pennsylvania, Contractor irrevocably waives all disclosures, notices, rights, claims and benefits under Act 7 of 1994 of the General Assembly of the Commonwealth of Pennsylvania known as the Contractor and Subcontractor Payment Act, and Contractor agrees that none of the terms and provisions of said Act shall apply to the Project or Subcontractor's Work at the Project.

19.6 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts with the same effect as if the Parties thereto had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

19.7 No Implied Waivers. Company's failure to require strict performance in a particular instance shall not be deemed a waiver of any term or condition of the Contract Documents. To be effective, a waiver of any term of the Contract Documents must be made in writing and signed by Company. Otherwise, Contractor shall not be relieved from its duty to comply strictly with all of its obligations hereunder; nor shall it prejudice or prevent Company from requiring strict adherence in the future.

19.8 Severability. The provisions of the Contract Documents shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent permitted, the provisions of the Contract Documents shall be construed to give effect to the intent manifested by any provision held invalid, void or otherwise unenforceable.

19.9 Entirety of Agreement. The Purchase Order and Contract Documents as executed by the respective fully authorized representatives of Company and Contractor constitute the entire agreement between the Parties hereto with respect to the matters dealt with herein, and there are no oral, electronic or written understandings, representations or commitments of any kind, express or implied, and all prior or contemporaneous oral, electronic or written understandings are either incorporated herein or are superseded.

19.10 Assignment and Subcontracting. Contractor shall not assign any of its rights under the Contract Documents, including the Purchase Order, or subcontract any portion, in whole or in part, to any other party without the written consent of Company. Any purported assignment or subcontract in violation thereof shall be voidable by Company. Company reserves the right to assign, in whole or in part, the Purchase Order and all other related Contract Documents to any third party, including, without limitation to successor, affiliated or related companies. This Agreement shall inure to and be binding upon the Parties hereto and their successors and permitted assigns.

19.11 Notices. All notices required under the Contract Documents shall be in writing, and shall be delivered by personal or courier delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested and shall be deemed given upon receipt. Notices shall be sent to the following persons or any other persons subsequently designated by the Parties:

Company: [[Contract_Hdr_udf_legal_entity]]
EQT Plaza
625 Liberty Avenue, Suite 1700
Pittsburgh, PA 15222-3111
Contact: Procurement Director
cc: General Counsel

Contractor: [[Contract_Hdr_udf_vendor_legal_entity_name]]
[[ContractorAddress]]
[[ContractorCity]], [[ContractorState]] [[ContractorZip]]
Contact: General Counsel

19.12 Headings. Captions and headings in this Agreement are for reference only and do not constitute a part of the substance of this Agreement.

19.13 Financial Disclosure. As requested by Company, Contractor shall provide its quarterly and annual balance sheets and related statements of operations, income, cash flows and changes in shareholder's equity, each prepared in accordance with generally accepted accounting principles and accompanied by an officer's certificate that such financial statements fairly present the financial condition and results of operations of the reporting entity.

19.14 Records Retention. Contractor will maintain complete and accurate records of the Work provided and performed under this Agreement and any Purchase Order for a period of five (5) years following the termination of this Agreement, or longer if required by Company or by law. Such records shall be made available to Company for review upon reasonable notice.

19.15 Supplier Diversity. As requested by Company, Contractor shall provide Company any information reasonably requested by Company regarding its supplier diversity program, if any, including without limitation, the name of the diverse suppliers with whom Contractor currently does business, the amount of spend that Contractor has with diverse suppliers, whether Contractor requires its diverse suppliers to be certified as a diverse business enterprise, and other similar information related to Contractor's supplier diversity program.

19.16 Code of Conduct. In providing the Work, Contractor shall comply with Company's Code of Business Conduct and Ethics ("Code of Conduct") which is available at www.eqt.com (click on Investors, then Corporate Governance and then Code of Business Conduct and Ethics), unless Contractor has its own code or similar document ("Code"). If Contractor has a Code, Contractor represents and warrants that:

- (A) its Code complies with US Federal Sentencing Guidelines and all other applicable incentives and standards issued by a governmental body dealing with an effective ethics and compliance program, and any amendments thereto,
- (B) its Code complies with all applicable laws,
- (C) Contractor shall promptly provide Company a copy of its Code, including any amendments thereto upon Company's request,
- (D) Contractor shall promptly provide any information reasonably requested by Company regarding the enforcement and effectiveness of Contractor's Code, and
- (E) during the term of this Agreement, Contractor's Code shall be in compliance with this Article 19.16 and if any time such is not the case, Contractor shall comply with Company's Code of Conduct until Contractor's Code meets the requirements of this Article 19.16.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Services Agreement to be duly authorized and executed as of the day and year first above written.

CONTRACTOR

COMPANY

[[Contract_Hdr_udf_vendor_legal_entity_name]]

[[Contract_Hdr_udf_legal_entity]]

Signature: _____
Print Name: _____
Title: _____

Signature: _____
Print Name: _____
Title: _____

SAMPLE

SCHEDULE A

INSURANCE REQUIREMENTS

1. **Coverage Required.** Unless otherwise specified in writing by Company, Contractor shall carry the following minimum coverages during the term of this Agreement. Contractor shall require its subcontractors to carry the same coverages.

(A) Workers compensation insurance with statutory limits in full compliance with the workers' compensation and occupational disease act of every state in which the Work is to be performed; and employer's liability insurance with limits of liability of not less than one million dollars (\$1,000,000.00). The policy or policies shall contain a waiver of subrogation against the Company.

(B) Insurance Services Office (ISO) Commercial General Liability Insurance form CG 00 01 10 01 or equivalent, including Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Stop-Gap for monopolistic workers' compensation states, Property Damage, Independent Contractors, Personal and Advertising Injury, Broad Form Property Damage, Cross Liability, Hostile Fire, Underground, Explosion and Collapse as well as Care, Custody and Control coverages with a combined single limit of not less than two million dollars (\$2,000,000.00) per occurrence, including primary and excess liability policies. In addition, if applicable based on the scope of work, remove the asbestos exclusion for abatement work, remove the lead based paint exclusion for abatement work, broaden the definition of insured contract to include work within 50 feet of a railroad. **[\$5,000,000 for gas-related services]**

(C) ISO Commercial Automobile Liability Insurance covering all owned, hired, and non-owned automobiles as well as an MCS-90 Endorsement with combined Bodily Injury and Property Damage combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence including primary and excess liability policies. In all states that have no-fault insurance laws, the policies obtained shall contain provisions that forbid subrogation claims against the Company. If transporting or hauling assets for the Company, Contractor must procure and maintain Motor Truck Cargo coverage equal to the replacement cost of the cargo. **[\$5,000,000 for Consultants who are operating vehicles at EQT facilities]**

2. **Rating.** All insurance coverages must be placed with insurance carriers that have a minimum AM Best rating of A.

3. **Additional Insured Endorsements.** The policies required by Subsections 1(B) and 1(C) above shall be endorsed to name Company, its parent company, subsidiaries and affiliates as additional insureds. The Commercial General Liability and Excess policies must include ISO CG 20 10 11 85 Additional Insured Endorsement, or the combination of ISO CG 20 10 07 04 Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization and CG 20 37 07 04 Additional Insured – Owners, Lessees or Contractors – Completed Operations Endorsements, or similar provision for Ongoing-Operations and Products-Completed Operations Hazard coverage. This insurance shall apply to "bodily injury" or "property damage" arising out of "your work" and "your product" included in the "products completed operations hazard" as required by written contract and shall afford said coverage for all completed operations, products and work, completed while the policy is in effect, until one year after the expiration of the statute of limitations for any claims arising from or based upon Contractor's completed operations. The insurance shall be equally available to any and all "additional insureds" designated on the certificate of insurance issued to said "additional Insureds."

4. **Primary Coverage.** The coverages required by this Schedule A shall be primary and non-contributory. Any insurance or self-insurance maintained by Company, its parent, subsidiaries and affiliates shall be excess of Contractor's insurance until all of Contractor's applicable and available insurance, including umbrella and excess liability policies, is exhausted. The intent is for Contractor's insurance policies to be primary regardless of any "Other Insurance" or other methods of sharing language contained in Contractor's insurance policy or policies. Contractor shall waive all rights of subrogation and contribution against all additional insureds. Contractor shall be solely responsible for any deductible or self-insured retention under its insurance.

5. **Insurance Certificates, Endorsements, Policies.** Prior to commencing the Work, Contractor shall provide Company with:

(A) Certificates of Insurance specifically evidencing the coverages required by this Schedule A, stating the policy numbers and the inception and expiration dates of all policies and providing for thirty (30) days' prior written notice to

Company by certified mail, return receipt requested, of any cancellation, non-renewal, or material alteration of any policy;

(B) the additional insured endorsements, the waiver of subrogation endorsement and the primary/non-contributory endorsements required by Section 3 above; or

(C) a letter from Contractor's insurance broker confirming that all of the requirements of this Schedule A have been met.

The failure of Company to pursue or obtain any certificate of insurance, endorsement or the broker's letter or to point out any non-compliance of any certificate of insurance, endorsement or broker's letter shall not constitute a waiver of any of the requirements of this Schedule A or relieve Contractor of any of its obligations hereunder.

Upon Company's request at any time, Contractor shall provide Company with copies of any or all of the policies required by Section 1 above. Upon Company's request at any time, Contractor shall provide Company with copies of any or all of the policies required by Section 1 above.

6. Failure to Comply. In the event that the insurance policies secured by Contractor do not comply with these Insurance Requirements, then Company shall have the right to suspend the Work until all provisions of these Insurance Requirements have been complied with or to terminate the Agreement, at Company's sole discretion.

7. Distinct Obligation. The requirements of this Schedule A are intended to be a separate and distinct obligation of Contractor. Therefore, the provisions of this Schedule A shall be enforceable and Contractor shall be bound thereby regardless of whether the indemnity provisions of Article 12 of this Agreement are determined to be enforceable in the jurisdiction where the Work is being performed.

8. Remedies on Default. In the event Contractor or its insurance carrier defaults on any obligation under this Schedule A or the policies required by this Schedule A, Contractor agrees that it will be liable for all reasonable expenses and attorneys' fees incurred by Company to enforce the provisions of this Schedule A or of the policies.

9. Performance Obligations. Company's acceptance of insurance submitted by Contractor does not relieve or decrease in any way the liability of Contractor for performance or failure to perform under this Agreement.