GENERAL AGREEMENT FOR CONSTRUCTION, INSTALLATION, REPAIR,

OR SERVICE WORK ON COMPANY PREMISES

AGREEMENT dated [MONTH] [DAY], [YEAR] between [OWNER NAME] (the "Owner"), with its offices located at [OWNER ADDRESS] and [CONTRACTOR NAME], with its offices located at [CONTRACTOR ADDRESS] (the "Contractor").

PRELIMINARY STATEMENT

Owner desires to retain Contractor from time to time to undertake various construction, installation, repair, service jobs or other work for Owner at the Premises (defined in [SECTION 1] below). The parties desire to enter into a general agreement setting forth the terms and conditions which are to apply to the performance of such jobs or other work as may be ordered by Owner and accepted by Contractor.

AGREEMENT

IT IS THEREFORE AGREED AS FOLLOWS:

1. GENERAL.

1.01 Contract Documents. The Contract Documents shall consist of this Agreement, Orders (as defined in [SECTION 1.02] below), any plans, specifications, drawings or general conditions attached to or referred to in this Agreement or any Orders that are prepared by Owner, the following attachments, and any amendments to each approved by Owner and Contractor in writing (collectively, the "Contract Documents"):

[APPENDIX A]

[APPENDIX B]

[APPENDIX C]

[APPENDIX D]

[APPENDIX E]

[APPENDIX F]

[APPENDIX G]

[APPENDIX H]

[APPENDIX I]

[APPENDIX J]

[APPENDIX K]

The Contract Documents shall not include any documents that are part of Contractor's bid quotation, unless specifically agreed to by Owner.

1.02 Orders. The terms and conditions of this Agreement shall apply and shall be deemed incorporated into all purchase orders (each an "Order") which Owner may place with Contractor after the date of this Agreement for the furnishing of any materials, tools, labor or services on a lump sum or reimbursable basis on Owner's premises at the following location or at any other location specifically set forth in the Order (the "Premises"):

[OWNER ADDRESS]

This Agreement shall apply to any Order whether or not the terms and conditions of this Agreement are expressly referenced therein. Unless agreed to in writing by both parties for a specific transaction, no inconsistent or additional term or condition in any Order shall be applicable to transactions within the scope of this Agreement.

1.03 Issuance of Orders. When Owner elects to retain Contractor to provide services on a particular project at the Premises, Owner shall do so by issuing an Order containing the information set forth on [APPENDIX "A"] which shall include: the scope of the Work (as defined in [SECTION 2] below), the commencement and completion dates for the Work, designated representative for Owner and Contractor, and Contractor's compensation (as defined in [SECTION 4] below). Orders shall be executed by Contractor, evidencing Contractor's acceptance of the terms of the Order This Agreement does not obligate Owner to issue any Order, nor does it obligate Contractor to accept any Order.

1.04 Priority of Documents. In the event any question of conflict or inconsistency should arise between the provisions or terms of any of the Contract Documents, the governing provisions, date, or terms shall be those contained in the respective documents in the following order of priority: (1) this Agreement (except as specifically modified by the Order and agreed to by the parties in writing); (2) the Order; (3) Owner's plans and specifications and other bid documents; and (4) other papers as referenced in the Order.

1.05 Term. The Term of this Agreement shall be for [NUMBER OF YEAR] commencing on [TERM START DATE] and expiring on [TERM END DATE]. Thereafter this Agreement may be renewed with the mutual written agreement of both Owner and Contractor.

2 DESCRIPTION OF WORK AND TIME FOR PERFORMANCE.

2.01 Work. With respect to each Order, the "Work" shall consist of the provision of materials and services that are described in the Order and in the other Contract Documents and shall include the furnishing of all materials, tools, equipment, labor, superintendence, and facilities necessary therefore; excepting, however, any items which are to be specifically furnished or performed by Owner or by other contractors as provided in the Contract Documents.

2.02 Time for Performance. Time is a material factor in performance of the Work. Otherwise, Contractor shall commence, thereafter pursue with due diligence in an expeditious manner and complete the Work, within a reasonable time. When Contractor considers that the Work has been completed, in accordance with the respective Order, it shall notify Owner of such fact. Within a reasonable time after such notice Owner shall notify Contractor either of Owner's acknowledgment of completion of the Work or of the reasons why Owner considers the Work to be incomplete. In the event the Work has not been completed, Contractor shall immediately take all action necessary to provide any additional item of the Work. Upon completion thereof the procedure set forth in this [SECTION 2.02] shall be repeated.

2.03 Delay. If the Work shall be delayed for any reason other than "Excusable Delay", Contractor shall immediately take such action as may be necessary to remedy the delay, at Contractor's sole expense to the extent such delay is caused by the Contractor, and Contractor shall submit to Owner a recovery schedule or progress chart demonstrating the manner in which the delay shall be remedied. In the event the Work is delayed due to an Excusable Delay, Contractor shall submit to Owner a recovery plan or progress chart demonstrating the manner in which the delay shall be remedied, and Owner may accept the plan and added expense and authorize Contractor to proceed or, if it is not possible to develop a plan which achieves the completion date without incurring additional costs which Owner is not willing to assume, Owner and Contractor shall agree upon a change extending the completion date. "Excusable Delay" shall mean a delay in the Work caused by the act, neglect, delay or fault of Owner, or a third-party acting under the direction, control and supervision of Owner and not of Contractor, or a Change Order, or a Force Majeure (as defined in [SECTION 17.01] hereof) or a subsurface or concealed condition of an unusual nature, differing materially from those ordinarily encountered and generally recognized or inherent in the work of the character provided in the Order. In the event that Contractor shall fail promptly to cure the cause of the delay to the extent such delay is caused by Contractor or shall fail to initiate a cure and pursue such cure uninterrupted and with all due diligence, then Owner may, in addition to any other rights or remedies that Owner may have at law or in equity (subject to [SECTION 17.06]), charge Contractor for the direct costs of the delay charged to Owner by other contractors or subcontractors, such as overtime charges.

3 PERFORMANCE OF WORK.

3.01 Staffing. Contractor agrees to have at the Premises at all times during the course of the Work: (i) a competent and qualified representative having the responsibility for the general supervision of the Work and full authority to represent Contractor in all matters pertaining to the Contract Documents; and (ii) such number of technical, supervisory, and administrative personnel as are required to ensure the efficient prosecution and completion of the Work in accordance with the Contract Documents. Background checks of Contractor's workers shall comply with Owner's corporate guidelines relating to background checking as set forth in [APPENDIX J], attached hereto and incorporated herein by reference.

3.02 Use of the Premises. Contractor shall confine its operations at the Premises to limits prescribed by Owner and shall not unreasonably encumber the Premises or interrupt Owner's operations. Contractor agrees to the Labor Harmony provisions set forth in [APPENDIX "B".]

3.03 Plans and Specifications. All Work shall be performed in accordance with plans, specifications, and drawings approved by Owner, and Contractor shall remain responsible for the accuracy and completeness of all such plans, specifications and drawings provided by Contractor. Owner shall, however, be responsible for the accuracy and completeness of all plans, specifications and drawings prepared by Owner (or its authorized representatives, including, but not limited to, engineers or its other contractors) and furnished to Contractor under the Contract Documents.

3.04 Work in Accordance with General Plans. Contractor shall do everything necessary to complete the Work according to the general plan and intent of the Contract Documents, notwithstanding that the same may not be specifically shown or mentioned therein.

3.05 Contractor Responsibilities. Contractor shall:

(a) Keep the job site in the Premises and adjoining areas clean of rubbish caused by Contractor or its subcontractors, and at the completion of the Work, remove all rubbish, tools, equipment, surplus material and temporary structures and installations brought on Premises by Contractor or its subcontractors, leaving the Premises clean and ready for use by Owner.

(b) If so requested by Owner, furnish Owner with a copy of all purchase orders, vendors' equipment drawings, operating and maintenance instructions, and spare parts lists for materials or equipment purchased by Contractor.

(c) To the extent possible, obtain assignable warranties on materials and equipment purchased by Contractor equal to the best warranties provided by the manufacturer. To the extent possible, such warranties shall be in Owner's name, and Contractor hereby assigns such warranties to Owner. Contractor shall use all reasonable efforts to enforce all such warranties that are not in Owner's name.

(d) Submit to Owner written reports of the progress of the Work at such intervals as shall be requested by Owner.

(e) Unless otherwise directed or approved by Owner, perform all Work on the basis of a [NUMBER OF HOUR] week, Monday through Friday.

3.06 Title to Completed Work. To the extent Owner has made payment to Contractor for the Work, title to all Work installed shall be in Owner, but Contractor shall, to the extent of the scope and limits of the Builder's Risk Insurance provided hereunder, be responsible for all materials and equipment until they are accepted by Owner as a part of the completed Work.

3.07 Familiarity with Premises. Contractor represents that it is has inspected and is thoroughly familiar with all specifications, drawings and documents, the site of the Work, its surroundings and local conditions, and that it has the special qualifications for prosecuting the Work to completion in accordance with the Contract Documents.

3.08 Testing.

(a) If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Premises require any portion of the Work to be inspected, tested or approved, Contractor shall give Owner timely notice of its readiness so that Owner may observe such inspection, testing or approval. Contractor shall bear all costs of such inspections, tests or approvals, and such costs shall be reimbursable to Contractor by Owner.

(b) If Owner determines that any Work requires special inspection, testing or approval not required under [SECTION 3.08(a)], Owner will instruct Contractor to order such special inspecting, testing or approval, and Contractor shall give notice as provided in [SECTION 3.08(a).] If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, Contractor shall bear all portions of the costs directly attributable to correcting the part of the Work which fails to conform to the requirements of the Contract Documents; otherwise, Owner shall bear such costs and an appropriate Change Order shall be issued.

(c) Required certificates of inspection, testing or approval shall be secured by Contractor and promptly delivered to Owner.

3.09 Owner Inspection of Work. Owner shall have the right to examine and inspect all Work performed by Contractor or any subcontractor at any time, and Contractor shall immediately upon demand by Owner remove all Work, equipment and materials which do not conform to the Contract Documents. All such non-conforming work and materials shall be promptly replaced and re-executed by Contractor at Contractor's expense. Contractor shall bear the expense of making good the existing property of Owner which is damaged or destroyed by such removal and re-execution subject to the limitation set forth in [SECTION 10.03].

4 PAYMENT. In consideration of the Work to be performed under each Order and the performance of all the conditions set forth herein and in the other Contract Documents by Contractor, Owner agrees to pay Contractor on a (i) lump sum or (ii) reimbursable basis as specified in the Order in accordance with the terms of payment stated in [APPENDIX I] (the "Compensation"). Contractor shall submit to Owner for its verification and certification a statement of the amount of Work completed, and payment to Contractor will be made of the amount due as certified by Owner. No payment shall be deemed acceptance of the Work or materials. All reimbursable-based Orders shall be subject to Owner's Reimbursable Policy attached hereto, in [APPENDIX F].

Payment Terms shall be net [NUMBER OF DAYS 1] from the date of Owner's receipt of Contractor's invoice.

5 CHANGES, ALTERATIONS AND MODIFICATIONS.

5.01 Changes General. Except with respect to minor changes to the Work of the type described in [SECTION 5.07], no change to the Work (including, but not limited to, any change in the time of completion or the scope of the Work) shall be made, except in accordance with (1) a written order to Contractor signed by Owner, issued pursuant to this [SECTION 5], authorizing such change (a "Change Order"), or (2) a written amendment to this Agreement signed by Owner and Contractor.

5.02 Change Orders Initiated by Owner. Owner may, at any time, submit a request to Contractor to alter, add to, delete aspects of or otherwise change the services associated with the Work (a "Change"). Within [NUMBER OF DAYS 2] following a receipt of such request, or such other period as shall be agreed upon by the parties hereto, Contractor shall submit to Owner a statement setting forth any adjustment to the scope of the Work or the time of completion of the Work, the Compensation or other aspects of the Work that would result from such proposed Change, together with an explanation of the basis therefor, including, as appropriate, estimated levels of services and quantities and material, equipment and labor required for such Change and relevant cost information. If Owner shall elect to proceed with such Change, it shall issue a Change Order authorizing such Change and an adjustment in the scope of the Work, time of completion, the Compensation or other aspects of the Work, and Contractor shall proceed forthwith to implement the Change described in such Change Order. Any lump sum proposal shall be itemized and segregated by labor and material for the various components of the Change Order work. No aggregate labor total will be acceptable. Contractor shall furnish with its Change Order supporting data consisting of subcontractor's and materialmen's signed proposals.

5.03 Extension of Time. No extension of the time of completion shall be granted to Contractor by reason of the issuance of any Change Order unless it is expressly stated therein.

5.04 Emergency Change Orders. Notwithstanding anything contained herein to the contrary, Contractor shall have the authority to order "emergency changes" in the Work, without the prior written approval of Owner by issuance of a written order (an "Emergency Change Order"). "Emergency change" in the Work shall mean only changes which are required in the case of an emergency to insure the safety of persons or the Work which, in the interest of expediency, Contractor determines should be made without obtaining prior written approval of Owner. Valid Emergency Change Orders shall be confirmed by Owner by a duly issued Change Order.

5.05 Change Orders Initiated by Contractor.

(a) Contractor may, at any time, submit a request to Owner for a Change. Such request shall include a written description of the proposed Change, the reasons therefor, any adjustment to the time of completion, the scope of the Work, the Compensation or other aspects of the Work required thereby, and an explanation of the basis for such adjustments (including, as appropriate, estimated levels of services and quantities of materials and equipment and labor required for such proposed Change and relevant cost information). Following receipt of such notice, Owner shall, in its sole discretion, determine whether such Change shall be effected, and if Owner shall elect to proceed with such Change, it shall issue a Change Order authorizing such Change, which Change Order shall otherwise be handled as set forth in [SECTION 5.02] above.

(b) If Contractor shall have submitted a request to Owner as described in [SECTION 5.05(a)], and the reason for the proposed Change is attributable to (a) a change after the date hereof in any laws, rules, regulations or other legal requirements applicable to the Work or the Premises, (b) an event of Force Majeure, (c) an Excusable Cause (as defined below), or (d) a suspension of the Work by Owner pursuant to [SECTION 14.5(a)], Owner shall issue a Change Order (X) equitably adjusting the time of completion, the Compensation, the scope of the Work or other aspects of the Work, or (Y) in the case where the proposed Change is attributable to a change after the date hereof in any legal requirements applicable to the Work or the Premises, waiving Contractor's obligation to oversee the construction of the Work in a manner consistent with such changed legal requirements. Such Change Order shall otherwise be handled as set forth in [SECTION 5.02] above. For purposes hereof, "Excusable Cause" shall mean the following acts or events, but only to the extent that (i) they shall not have been caused by Contractor or any of its subcontractor or materialman, (ii) they shall, in fact, have materially adversely affected the progress of the Work and (iii) Contractor shall have given written notice to Owner of their occurrence within [NUMBER OF DAYS 3] after their occurrence and again within [NUMBER OF DAYS 4] after their cessation, each such notice describing in detail the act or event and its precise effect on the Work: (X) failure by Owner to perform any of its obligations hereunder; and (Y) any willful misconduct or negligent act or omission of by Owner.

5.06 Minor Changes to the Work. Upon the consent of Contractor, which consent shall not be unreasonably withheld, Owner may, without a Change Order, order minor changes to the Work that are consistent with the general scope of the Work and for which no price and/or schedule changes are necessary. Upon the consent of Owner, which consent shall not be unreasonably withheld, Contractor may effectuate minor changes to the Work that do not adversely affect price or schedule of the Work.

6 SAFETY AND DISCIPLINE.

6.01 Work Safety. The Work shall be executed, and all materials and equipment shall be supplied, in accordance with OSHA requirements and the safety rules and regulations in effect at the Premises. Contractor shall at all times require its employees to comply with the Contractor Safety provisions set forth on [APPENDIX "C"], and shall enforce strict discipline and good order among its employees, and shall not assign to the Work any person or entity unfit or unskilled in that portion of the Work assigned. Contractor shall promptly remove from the Premises any employee Owner finds objectionable. All Work performed by Contractor shall be subject to inspection and approval by Owner or Owner's agent. Contractor shall at all times comply with Owner's background screening requirements set forth in [APPENDIX J].

6.02 Safety Inspector. Without limiting the generality of the foregoing [SECTION 6.01], Contractor shall (i) take all necessary precautions for the safety of all persons performing the Work, (ii) erect and properly maintain at all times, as required by job conditions and progress of the Work, all necessary safeguards for the protection of the workmen performing the Work and the public, (iii) post danger signs warning against the hazards created by such features of construction as protruding nails, bad hoists, well holes, hatchways, scaffolding, window openings, stairways and dangers from falling materials, (iv) not load or permit any part of the Work to be loaded so as to endanger its safety, and (v) designate a responsible member of its organization on the Work whose duty shall include the prevention of accidents. In any emergency affecting the safety of persons or property, Contractor shall act, at Contractor's discretion, to prevent threatened damage, injury or loss.

7 COSTS AND LIENS.

7.01 Payment of Costs. Contractor shall pay all costs of the Work (including, without limitation, costs related to subcontractors of Contractor and materials purchased by Contractor in performance of the Work) as such costs are incurred.

7.02 Liens. Contractor shall keep Owner's properties free and clear of all liens and charges arising out of the Work, including materialmen's, laborers' and mechanics' liens to the extent Contractor has been timely paid for all undisputed invoices. Contractor shall give Owner prompt notice of actual and prospective claims of any such liens or charges known to Contractor and of the steps Contractor intends to take to protect Owner, if any.

8 CONTRACTOR'S WARRANTY.

8.01 Warranty. Contractor warrants that all the Work performed by Contractor and its subcontractors shall be executed in accordance with the standards of care and diligence normally practiced by construction and maintenance firms performing work of a similar nature and in the workmanlike manner by qualified workers in accordance with the Contract Documents, including specifically all plans, specifications, and drawings. All materials and equipment supplied by Contractor shall be new and first grade. Contractor further warrants that all materials and equipment furnished by Contractor or its subcontractors as part of the Work shall be free from defects in such materials and workmanship and all Work shall conform to the standard set forth in the first sentence of this [SECTION 8.01] for a period of [NUMBER OF YEAR] from the date of final acceptance of the Work by Owner. All bonds and/or warranties which may have been required of Contractor by Owner shall remain in full force and effect during this [NUMBER OF YEAR] period.

The warranties set forth in this Agreement are the exclusive warranties provided by Contractor. No other warranties, whether statutory, express or implied, shall apply, including without limitation, warranties of merchantability or fitness for a particular purpose or pursuant to course of dealing or trade usage, and such are expressly excluded. In no event does Contractor warrant the existing work or the work of other contractors which are not subcontractors to Contractor.

8.02 Rework. Contractor shall correct and re-perform all the Work and replace or repair all materials, equipment and workmanship which do not conform to the Contract Documents or applicable laws and regulations; provided that such defects appear within the [NUMBER OF YEAR] warranty period and Contractor is notified of said defects within said warranty period. All the Work that is corrected by Contractor pursuant to this [SECTION 8] shall again be subject to an [NUMBER OF YEAR] warranty from the date of correction, or the duration of the original unused warranty period if such period is longer.

8.03 Owner's Remedy. In the event Contractor fails to replace such Work or materials or correct such defects within a fair and reasonable period or initiate and diligently pursue such correction following Owner's notice thereof to Contractor, Owner shall have the right to replace and correct the same at Contractor's sole expense. Neither the failure of Owner during the progress of the Work or at its completion to discover or reject Work or materials which are not in accordance with the Contract Documents, nor any payment made hereunder, nor any occupancy of the Premises by Owner or use by Owner of any or all of the Work shall constitute a waiver of any of Owner's rights.

9 INDEMNIFICATION.

9.01 Indemnification Obligations of Contractor.

(a) Contractor shall, defend, indemnify and hold harmless Owner, its directors, officers, employees, shareholders, Affiliates, and other representatives for, all claims, damages, losses and expenses of any nature whatsoever (collectively, "Losses"), to the extent caused by or resulting from the negligent acts or omissions of Contractor, its, servants or employees, whether such Losses are attributable to bodily injury, sickness, disease or death, or to the destruction of tangible property, except to the extent that such Losses are caused by the negligence or willful misconduct of the party seeking indemnification, as finally determined by a court of competent jurisdiction. Where personal injury, death or loss of or damage to tangible personal property is the result of the concurrence of negligence, gross negligence, fault, intentional and/or willful misconduct of Owner and Contractor, then Contractor's duty of indemnification shall be in proportion to Contractor's allocable share of fault. The parties intend and agree that this indemnity shall be applied as a comparative fault indemnity, each party being responsible for its own negligence or other act or omission. Under no circumstance shall Contractor indemnify, hold harmless or defend any party for such party's own negligence or other fault of some uncontrolled third-party for whom Contractor is not legally responsible. For purposes of this Agreement, an "Affiliate" of a person shall mean any other person who, directly or indirectly, controls, is controlled by or is under common control with such person (and control of a person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or decisions of such person, whether through the ownership of voting securities, by contract or otherwise). Without limiting the generality of the foregoing, the aforementioned indemnification obligation shall include, but not be limited to, the following:

(b) Any Losses resulting from injury to or death of persons or damage to or loss of property during performance of the Work to the extent caused by Contractor or any of its subcontractors; and

(c) Any claims by any governmental entity or taxing authority claiming taxes that are to be paid by Contractor or any of its subcontractors under the Contract Documents, and for which Contractor is not entitled to payment or reimbursement of such taxes by Owner, including taxes based on income of Contractor or any of its subcontractors or any of their respective employees with respect to any payment for the Work made to or earned by Contractor or any of its Subcontractors or any of their respective employees under the Contract Documents.

9.02 Indemnification Obligations of Owner. Owner shall, subject to the provisions of this [SECTION 9.02], defend, indemnify and hold harmless Contractor and its directors, officers, employees, shareholders, Affiliates, and other representatives, and reimburse such indemnities for any Losses to the extent caused by Owner's negligence relating to or resulting from (1) any breach or nonfulfillment of, or failure to perform, any of the agreements or covenants made by Owner in the Contract Documents, or any agreement, certificate or other instrument delivered thereunder, or (2) any breach of any representation or warranty made by Owner in the Contract Documents, or any agreement, certificate or other instrument delivered thereunder.

9.03 Notice of Claim. Any person desiring to make a claim (a "Claim") for indemnification hereunder (such party, an "Indemnitee") shall notify the indemnifying party (an "Indemnitor") of such Claim by delivery of a written notice (a "Claim Notice") promptly after receiving notice of any inquiry, investigation, audit, dispute, notice of violation of any legal requirement, claim, action, suit or other proceedings against it giving rise to such Claim (a "Third Party Claim") or otherwise after discovering the liability, obligation or fact giving rise to such Claim. Such Claim Notice shall describe in reasonable detail the facts and circumstances giving rise to such Claim so as to enable the Indemnitor to respond to such Claim, the amount of the Losses suffered or anticipated in relation to such Claim (if known and quantifiable) and the basis therefor. Failure so to deliver such a Claim Notice to an Indemnitor shall not relieve the Indemnitor of its obligations hereunder except to the extent that such failure shall have materially prejudiced the Indemnitor.

9.04 Defense of Third-Party Claims. Any Indemnitor shall be entitled at its expense to assume and control the defense of a Third Party Claim, with legal counsel of its choice reasonably acceptable to the Indemnitee in question, by giving notice of its desire to exercise such entitlement to such Indemnitee within [NUMBER OF DAYS 5] after receipt of a Claim Notice (or sooner, if circumstances so require); provided, however, that (1) such Indemnitee shall be entitled at its own expense to employ separate counsel with respect to any such Third Party Claim and to participate in the defense thereof, subject to the ultimate control thereof by such Indemnitor and its legal counsel, except with respect to issues where there shall be a conflict of interest between such Indemnitor and such Indemnitee, (2) such Indemnitor shall obtain the prior written consent of such Indemnitee (which shall not be unreasonably withheld or delayed) before entering into any settlement of such Third Party Claim or ceasing to defend such Third Party Claim, if pursuant to or as a result of such settlement or cessation an injunction or other equitable relief may be imposed against such Indemnitee or if such settlement or cessation does not expressly and unconditionally release such Indemnitee from all liabilities and obligations with respect to such Third Party Claim and (3) such Indemnitor shall consult with such Indemnitee before entering into any into any other proposed type of settlement of such Third Party Claim (including a settlement resulting in the payment of money damages), and if such Indemnitee shall notify such Indemnitor that such proposed settlement would not be in such Indemnitee's best interests such Indemnitee shall be entitled at its own expense to assume and control thereafter the defense of such Third Party Claim, provided that any resulting damages in excess of such proposed settlement amount shall be paid by such Indemnitee. So long as such Indemnitor shall defend against such Third Party Claim in good faith, such Indemnitee shall not admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without such Indemnitor's prior written consent, which consent shall not be unreasonably withheld or delayed. Such Indemnitor and such Indemnitee shall cooperate with each other in all reasonable respects in connection with the defense, negotiation or settlement of any Third Party Claim. Such cooperation shall include retaining and, upon request, providing to the requesting party, records and information reasonably relevant to such Third Party Claim, and making employees available on mutually convenient basis to provide additional information and explanation of any material provided hereunder. If an alleged Indemnitor shall not assume the defense of a Third Party Claim within the aforementioned period for whatever reason, the Indemnitee in question shall have the right but not the obligation to defend against such Third Party Claim in such manner as it shall deem appropriate, including settling such Third Party Claim on behalf, for the account and at the risk of the Indemnitor, if it is finally adjudicated that the Indemnitor is liable under this [ARTICLE 9].

9.05 Consequential Damages. In no event shall either party be liable for consequential, special, incidental, punitive, exemplary or indirect damages including, but not limited to, loss of revenue, loss of anticipated profit, loss of product, loss of use, business interruption or downtime, cost of replacement power or replacement facilities, increased production expense of manufacture or operation, cost of capital or interest expense on shutdown of production equipment, overhead and other costs for unrealized sales, increased overhead expenses due to loss of production, loss of market share, or claims by customers due to missed deliveries, howsoever caused, pursuant to the Contract Documents, whether such claim is based in contract, tort (including negligence), indemnity, warranty, contribution, statute, strict liability or otherwise.

9.06 Limitation of Liability. Notwithstanding anything to the contrary herein, Contractor's total liability to Owner under the Contract Documents, and Owner's remedy for all causes of action arising hereunder, whether based in contract, tort (including negligence), warranty, negligence, strict liability, indemnity or any other cause of action, shall not, to the maximum extent permitted by law, exceed in the cumulative annual aggregate, an amount equal to [$1,000,000], (herein referred to as "the Limitation of Liability") for all claims arising while Contractor is providing Work for Owner under the Contract Documents, which amount includes any fees and costs incurred in re-performing the Work.

This Limitation of Liability shall not apply:(1) where it is finally adjudicated (or agreed by the Parties pursuant to settlement negotiations) that Contractor was guilty of gross negligence; or (2) to the extent of indemnity obligations expressly assumed by Contractor in this Contract for third party personal injury, bodily injury, death, or third party property damage or loss, to the extent such has been finally adjudicated (or agreed by the Parties pursuant to settlement negotiations) to have been caused by Contractor's negligence or willful misconduct

10 INSURANCE.

10.01 Contractor's Required Insurance. The Contractor and all of its subcontractors shall at all times during which this Agreement is in force and effect provide and maintain insurance with required limits as set forth below, which may be met by any combination of primary and excess/umbrella liability insurance:

(a) Worker's Compensation insurance in accordance with the requirements of the applicable laws of the jurisdiction in which the Work is to be performed;

(b) Employer's Liability insurance with limits of $[$$$$]per accident.

(c) Commercial General Liability insurance with a combined single limit of $[$$$$]per occurrence and in the aggregate for bodily injury and property damage. Such policy shall also include coverage's for broad form property damage, including products/completed operations, blanket contractual to the extent provided by the standard ISO CGL policy form and independent contractors and damage from explosion, collapse and underground settling or disturbance;

(d) Business Automobile Liability insurance having coverage symbol "1 - Any Auto" or providing coverage for owned or hired vehicles covering bodily injury, including death and/or property damage with a combined single limit of $[$$$$] each occurrence; and

(e) All-Risk Contractor's Equipment Insurance fully covering the contractor's owned or rented machinery and equipment

(f) Excess/Umbrella Coverage providing limits in excess of the coverages required by [SECTION 10.01(b)], [SECTION 10.01(c)] and [SECTION 10.01(d)]. with limits of $5,000,000 per occurrence and in the aggregate.

10.02 Evidence of Insurance. All insurance required to be carried by Contractor shall be with a company or companies licensed in the jurisdiction in which the Work is being performed and having an A.M. Best rating of A-/VII or better. No such insurance shall be deemed to be in effect until such time as certificates thereof are delivered to Owner, and providing for notice of cancellation according to the terms of the policy. Certificates shall be delivered to Owner prior to commencing any of the Work. In addition, all policies listed in [SECTION 10.01(c)], [SECTION 10.01(d)] and [SECTION 10.01(f)] above shall name Owner as an additional insured to the extent of coverage for Contractor's indemnification obligations and shall contain a waiver of subrogation against Owner. Contractor shall require from all of its subcontractors insurance with coverages and limits according to Contractor's usual practices.

10.03 Owner's Required Insurance. Owner shall purchase and maintain Builder's All Risk Insurance or All Risk Property Insurance covering the Work, the equipment and materials intended to go into the Work, and the Premises. Contractor and Contractor's sub-contractors shall be named as additional named insureds, as their interests may appear, under such policies with waiver of subrogation. Such insurance shall provide "all-risk" coverage including, but not be limited to, coverage for fire, flood, explosion, windstorm, and named windstorm. Losses excluded by such insurance, or in excess of purchased limits or sub-limits, and deductibles under such insurance shall be costs of Owner. Contractor shall reimburse Owner for Owner's insurance deductible amount up to [DOLLAR AMOUNT] to the extent that a loss covered by such insurance was caused by Contractor's or Contractor's subcontractors' fault.

11 ACCOUNTING AND AUDIT CONTROL.

11.01 Record Retention. For all Work other than that performed on a lump sum basis, Contractor shall keep full and detailed records and accounts of its reimbursable costs under the Contract Documents in accordance with accepted accounting procedures, and Contractor shall afford Owner's authorized personnel and independent auditors full access to Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers, and other documents relating to such reimbursable costs. Contractor shall preserve all such records for [NUMBER OF YEARS 1] after final payment. Owner's audit rights shall not extend to the make-up of any lump sum amounts, unit prices or fixed or established price or percentages, rates, multipliers, agreed mark-ups, or other proprietary information.

11.02 Contractor's Warranty as to Documents Submitted to Owner. Contractor represents, and warrants that all documents, including invoices, vouchers, financial settlements, billings and reports submitted or to be submitted by Contractor to Owner in support of an invoice for the Work shall be true, correct, complete and accurate. Contractor represents, and warrants as to its best knowledge after due investigation that all documents, including invoices, vouchers, financial settlements, billings and reports submitted or to be submitted by any subcontractor or materialman in support of an invoice, are true, correct, complete and accurate. Contractor shall promptly notify Owner upon discovery of any instance in which any subcontractor or materialman has failed to comply with provisions of this section.

12 SECRECY AND PROPRIETARY RIGHTS.

12.01 Secrecy. Any tracings, drawings, specifications, technical and operating data, or other materials or information relating to Owner's activities or business acquired or observed by Contractor, directly or indirectly, and in any form during the performance of the Work (the "Confidential Information") shall be treated in strict confidence and shall be used by Contractor solely in the prosecution of the Work. No such information shall be disclosed or divulged to third parties, used by others, or used by Contractor for any purpose other than the prosecution of the Work without obtaining Owner's prior consent. The terms of this [SECTION 12.01] shall not apply to (a) information which Contractor shows from its written records to have been in its possession as of the date of this Agreement, without restriction on disclosure, (b) information which Contractor shows to have been received lawfully from a third person who is under no obligation of confidentiality to Owner but shall not in any event be identified as Owner information, (c) information which is independently derived by an employee or representative of Contractor not having access to the Confidential Information as established by its corroborating written records or (d) information which Contractor is required by final adjudication of a court of competent jurisdiction, to disclose.

12.02 Return of Confidential Information. Upon completion of the Work, Contractor shall promptly return to Owner all materials, in tangible form, containing the Confidential Information, including all copies, extracts, or derivatives thereof and Contractor shall destroy or erase any information maintained by Contractor by electronic means; provided, however, Contractor may retain one copy of the Confidential Information for record purposes only.

12.03 Ownership of Drawings, Etc. All drawings, models, specifications, and other documents prepared by Contractor in connection with the Work shall become the Owner's property (and Contractor hereby assigns any and all rights thereto) and shall be delivered to Owner upon completion of the Work, or upon termination, abandonment, or postponement of the Work, and Owner shall thereafter have full right to use such documents for any purpose without any claim on Contractor's part for additional compensation for such use. If Owner makes or authorizes reuse of any document produced by Contractor of another facility of Owner without the express written consent of Contractor, Owner assumes full responsibility and holds Contractor harmless from any and all risks involved in such reuse. Contractor shall not place any restrictive legend or proprietary notice on such documents which are inconsistent with the proprietary rights of Owner, and Contractor hereby authorizes Owner to obliterate or disregard any such legend or notice appearing on such documents.

12.04 Inventions. Whenever any invention or discovery involving or of benefit to Owner's process is made or conceived by Contractor or its employees in the course of the performance of the Work, Contractor shall furnish Owner with complete information thereon, and Owner shall be deemed to have copyright of such invention and shall have the power to determine whether or not and where a patent application shall be filed (which filing shall be at Owner's expense) and to determine the disposition of the title to and the rights under any application or patent that may result therefrom. Contractor shall obtain a suitable form of assignment of any actual or prospective patent rights from all persons who perform any part of the Work under this Agreement, except such clerical or manual labor personnel as shall not have access to technical data. Any invention or discovery made or conceived by Contractor or its employees in the course of performance of the Work and not involving or of benefit to Owner's process shall belong to Contractor, provided, however, that Owner shall own any documents and plans in which such invention is depicted. Excluded herein are Contractor proprietary software and other systems, and the equipment, parts, drawings, technical data and other documents that are general instruments of Contractor services to its clients and were not prepared specifically for the services, Deliverables or work required by this Agreement, of which all title and ownership remain with Contractor. And Contractor retains all common law, statutory, property, and other reserved rights in such equipment, parts, drawings, technical data and the like and improvements thereon

12.05 Survival of Provisions. All provisions of [SECTION 12.01] shall survive the termination of this Agreement for a period of [NUMBER OF YEARS 2].

13 PATENT INDEMNITY. Without Owner's prior approval, neither Contractor nor any subcontractor will use or designate for use, in connection with the Work, any patented, copyrighted, trademarked or patent pending article, apparatus, part, device, or process which involves or requires payment of any license, fee or royalty in addition to the purchase price of the apparatus, part, device, or process and Contractor agrees as to the Work and those of its subcontractors, and shall cause all subcontractors to agree, to defend, indemnify and hold Owner harmless against any and all liabilities, expenses, losses, damages or any other costs incurred in connection with the payment, or defending against the requirement of payment, of any such license fee or royalty. Notwithstanding the above, to the extent that Owner has supplied or specified designs, equipment, materials or processes to Contractor, Owner shall be responsible for obtaining any licenses or rights for the use of such items specified. In case use of said article, apparatus, part, device or process is enjoined, Contractor shall, at its own expense and at Owner's option: procure for Owner the right to continue using said article, apparatus, part, or device; or replace same with a non-infringing equivalent; or remove said article or apparatus and refund the purchase price, and transportation and installation costs thereof. Contractor's patent indemnity obligation shall extend only to items actually designed and furnished by Contractor.

14 TERMINATION.

14.01 Termination by Owner for Cause. Should Contractor: (i) after [NUMBER OF DAYS 6] written notice (a) fail to prosecute the Work with diligence; (b) violate any material obligation herein contained (including, without limitation, the Contractor Safety requirements contained in [APPENDIX C]); (c) fail to make payment to subcontractors it retains for labor or materials to the extent Contractor has been timely paid for any undisputed invoices; (d) make a general assignment for the benefit of its creditors; or (e) be subject to the appointment of a receiver of any property of Contractor; or (f) file or have filed against it a petition in any proceeding under the bankruptcy or insolvency laws; or (ii) should Contractor, promptly, with a reasonable time, after notice by Owner, fail to supply a sufficient number of skilled workers to prosecute the Work, Owner may in its discretion terminate this Agreement or the Work to be provided under a particular Order for "cause" by giving Contractor notice thereof. In the event Contractor shall correct the cause giving rise to the default notice to the satisfaction of Owner, in its sole discretion, within the applicable notice period, the cause of termination shall be deemed void and this Agreement or the particular Order, as the case may be, shall continue in effect.

14.02 Completion and Payment. Should this Agreement or a particular Order be terminated for cause, Owner may complete the Work by whatever method and means it may deem expedient. In such event, Contractor shall be paid for the cost of Work performed but not paid to date of termination pursuant to [ARTICLE 4] Payment. In no event shall Contractor be compensated for any costs associated with cancellation if this Agreement is terminated for cause. Owner's sole liability to Contractor for termination pursuant to this [SUBPARAGRAPH 14.02] shall be determined in accordance with this [SUBPARAGRAPH 14.02] and Owner shall not be liable for any other damages including, without limitation, loss of anticipated profits.

14.03 Termination for Convenience.

(a) By Owner. Owner may terminate any Order hereunder at anytime without cause by giving Contractor at least [NUMBER OF DAYS 7] prior written notice and, in such event, Owner shall pay to Contractor in full settlement of all claims by it hereunder that proportion of the Compensation provided for in the Order which the then completed Work bears to the entire Work to be performed under the Order, as mutually determined by Owner and Contractor, less all payments previously made to Contractor plus reasonable demobilization costs actually incurred by Contractor and Contractor's reasonable cost to break contractual obligations with subcontractors and materialmen entered prior to Contractor's receipt of the notice of termination. Termination shall be effective upon receipt by Contractor of written notice of termination, and Contractor shall promptly thereafter discontinue the Work. Owner's sole liability to Contractor for termination pursuant hereto shall be as set forth in this [SUBPARAGRAPH 14.03] and Owner shall not be liable for any other damages including without limitation, loss of anticipated profits.

(b) By Contractor. Contractor may terminate any Order hereunder at anytime without cause by giving Owner at least [NUMBER OF DAYS 7] prior written notice, and, in such event, Owner shall pay to Contractor in full settlement of all claims by it hereunder, the cost of Work performed but not paid to date of such termination pursuant to [ARTICLE 4] Payment.

14.04 Contractor's Duties upon Termination. Should Owner exercise any right afforded to it to terminate this Agreement, Contractor shall, unless otherwise directed by Owner: discontinue performance of the Work; promptly pay all subcontractors and materialmen and obtain waivers of lien rights therefrom; deliver and assign to Owner all of its right, title, and interest in and to the Work prepared, performed, or procured as of the date of termination; follow the instructions of Owner; and make every reasonable effort to procure, at the option of Owner, either (i) cancellation of all existing purchase orders and subcontracts on terms satisfactory to Owner, or (ii) an assignment to Owner of such orders and subcontracts identified by Owner.

14.05 Suspension of Services.

(a) Owner may suspend at any time and for any reason any part of the Work by giving at least [NUMBER OF HOURS] written notice to Contractor specifying the part of the Work to be suspended and the effective date of such suspension. Contractor shall cease work on said part of the Work on the effective date of such suspension but shall continue to perform any unsuspended part of the Work. During a suspension, Contractor shall only be reimbursed for the cost of Work related to (a) Contractor employees whose work has been approved by Owner and (b) such other items authorized by Owner pursuant to a Change Order issued pursuant to [SECTION 5.06(b)].

(b) Owner may, at any time, authorize resumption of the suspended part of the Work by notifying Contractor of the part of the Work to be resumed and the effective date of suspension withdrawal. The Work shall be promptly resumed by Contractor after receipt of such notice.

(c) Owner's sole liability to Contractor for suspension shall be determined in accordance with this section and any approved Change Order, and Owner shall not be liable for any other damage, including, without limitation, loss of anticipated profits.

14.06 Termination by Contractor for Cause. Should Owner become insolvent or bankrupt or default in the performance of any material provisions of this Agreement, including, but not limited to, Owner's failure to pay the undisputed portion of any invoice pursuant to Article[NUMBER OF PAYMENT] Payment, Contractor may terminate or suspend the Work by giving Owner [NUMBER OF DAYS 8] prior written notice thereof. In the event Owner shall correct the cause, giving rise to the notice, the cause of termination shall be deemed void, and this Agreement shall continue in effect. Should Contractor so terminate the Work, it shall be paid for all Work incurred to the date of termination.

15 COMPLIANCE WITH LAWS. Contractor shall comply with the requirements of all applicable federal, state and local laws, rules and regulations, including but not limited to those governing building construction, equal opportunity employment, immigration, use of equipment and safety of persons and property. Unless otherwise provided in the Order, Contractor shall procure all necessary permits, licenses, and approvals required to be obtained to perform the Work. Contractor shall ensure that all its employees and those of its sub-contractor's involved in the performance of the Work hereunder are authorized to work in the jurisdiction where the Work or any part of it is being performed.

16 ASSIGNMENT AND SUBCONTRACTING; SUBCONTRACTOR QUALIFICATIONS, ETC.

16.01 Assignment and Subcontracting. Contractor shall not assign this Agreement, the contract arising under any Order, or any of the payments to become due thereunder, nor subcontract any part of the Work to be performed on the Premises, except as provided in the Contract Documents or with the Owner's prior consent, which shall not be unreasonably withheld. Any assignment or subcontracting, except as provided in the Contract Documents or with Owner's consent, shall be void.

16.02 Subcontractor Qualifications. All subcontractors shall meet all qualifications of Owner approved contractors. Contractor agrees to notify Owner in advance of any subcontractor it proposes to use for any part of the Work. Contractor agrees not to employ any subcontractor that Owner may object to for any reason.

16.03 Subcontractor Fee Structure. Prior to the award of any subcontract, Contractor shall obtain from the proposed subcontractor and submit for Owner's approval, such subcontractor's percentage adders for field overhead and fee for added or omitted work to the extent Compensation is on a reimbursable basis, Upon award, Contractor shall implement procedures to assure that the subcontractor agrees to be bound by all of the terms of this Agreement and observe all site qualification requirements and conditions as imposed by Owner and agreed to by Contractor.

16.04 Contractor Responsibility for Subcontractor Work. Contractor shall remain primarily responsible and liable for performance of the entire Work, regardless of whether Owner has given approval or consent to a particular subcontractor or assignment. Contractor will be responsible to Owner for the acts and omissions of all of its employees and all its subcontractors, and employees, and all other persons performing any of the Work under a contract with Contractor.

17 MISCELLANEOUS.

17.01 Force Majeure. Neither party hereto shall be liable for its failure to perform its obligations, either in whole or in part, under the terms of this Agreement if such failure is as a result of causes beyond its control, such as acts of God, fire, floods, named storms, war or government regulation ("Force Majeure"). The party asserting Force Majeure shall give notice to the other party within [NUMBER OF DAYS 9] of the party's knowledge of the occurrence of the Force Majeure together with an estimate of the anticipated delay. The affected party shall use all reasonable efforts to alleviate the condition promptly. Within [NUMBER OF DAYS 10] of having knowledge of cessation of the Force Majeure, the party asserting it shall notify the other of cessation of the condition. In the event a Force Majeure condition is not alleviated on or before the expiration of [NUMBER OF DAYS 11] from the date notice thereof was first given, either party may, at its option, terminate the Work under the particular Order affected by the Force Majeure upon written notice to the other party, such termination to be without further liability to either party.

17.02 Independent Contractor. Contractor shall remain an independent contractor and shall have no power, nor shall Contractor represent that Contractor has any power, to bind Owner or to assume to create any obligation, expressed or implied, on behalf of Owner, nor entitle Contractor to participate in Owner's benefit programs.

17.03 Substance Abuse Policy. Contractor and its subcontractors certify and warrant that at all times that their employees are on the Premises, Contractor and its subcontractors shall be in compliance with the Site Contractor Substance Abuse Policy set forth in [APPENDIX D].

17.04 Public Statements. Contractor agrees that it will not make any public announcements with respect to its involvement in the Work without the prior consent of Owner.

17.05 Standards of Conduct. Contractor, in performing its obligations under this Agreement, shall establish and maintain appropriate business standards, procedures and control, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of Owner. In particular, Contractor shall comply with the Owner's Policies as referred to in [APPENDIX G]. The Contractor shall also act in accordance with the terms of any confidentiality agreement entered into between the parties. Owner will in no event reimburse Contractor for any cost incurred for purposes inconsistent with such policies.

17.06 Modification. Any Order under this Agreement supersedes any prior orders, understandings or commitments covering all or part of the Work to be performed thereunder, and no change or modification in any of the provisions of such Order, or of this Agreement, or amendments thereto, shall be binding upon the parties unless the same shall be in writing and signed by both parties.

17.07 Waiver. Failure of either party to enforce, at any time or from time to time, any provision of this Agreement or of any Order, shall not be construed as a waiver of such provisions or of the right thereafter to enforce such provisions.

17.08 Applicable Law. This Agreement shall be governed by the laws of the State of Indiana.

17.09 Entire Agreement. This Agreement and the Contract Documents represent the entire agreement of the parties relating to the subject matter hereof. To the extent waivers, releases and limitations are set forth in this Agreement, then such waivers, releases and limitations shall apply regardless of legal theory or negligence and shall extend to the officers, directors, employees and related entities of such party.

17.10 Preexisting Contamination. Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Owner. "Pre-existing contamination" is any hazardous or toxic substance present at the facility or facilities concerned which was not brought there by Contractor. Owner hereby releases and agrees to defend, indemnify and hold Contractor harmless from and against any and all costs, losses, damages, expenses (including attorney's fees), fines, penalties, claims and causes of action which arise out of or result in any way from such pre-existing contamination. Contractor's scope of work does not include and Contractor has no responsibility for the arranging, handling, storage, transportation, treatment or disposal of any pre-existing contamination.

17.11 Savings Clause. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect for any reason, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties with respect to said provision or provisions as set forth in this Agreement.

17.12 Taxes and Duties.

(a) Contractor shall pay when due, but Owner shall be responsible and reimburse Contractor, and Contractor shall, upon request, provide Owner with all documents confirming the payment of the following:

(b) All taxes and fees imposed on Contractor by reason of the performance of the Work by Contractor, including, without limitation, applicable federal, state and local gross receipts tax, except for fees for licenses and permits to be obtained by Owner.

(c) All employment taxes and contributions imposed by applicable law, or trade union contracts or regulations, with respect to or measured by compensation (wages, salaries or other) paid to employees of Contractor, including, but not limited to, taxes and contributions for unemployment compensation insurance, social premiums, old age benefits, welfare funds, pensions and annuities, and disability insurance.

(d) Contractor shall defend, and hold Owner harmless from liability resulting from Contractor failure to (a) make timely payment of or to pay any of the items specified in [SECTION 17.12(a)] or (b) comply with the reporting, filing or other procedural requirements with respect to their payment. Interest, penalties or other liabilities arising from such failures shall be for Contractor's account.

(e) Contractor shall obtain exemption from all taxes or duties from which Contractor may be exempt under applicable law, or shall obtain a refund or credit including interest applicable for any such taxes or duties paid.

(f) To the extent Owner is legally obligated to pay or reimburse Contractor for such taxes or duties, Contractor shall promptly notify Owner of matters pertaining to nonpayment or payment under protest of, claim for immunity or exemption from, or claim for refund of or credit against any taxes or duties.

17.13 Notices. Any notice, approval, consent or other communication under this Agreement shall be in writing and shall be considered given when (1) delivered personally, or (2) mailed by registered or certified mail, return receipt requested, or (3) received by telecopy with a confirming copy sent by overnight mail or courier service, return receipt requested, or (4) sent by overnight mail or courier service, return receipt requested, to the parties at the addresses indicated below (or at such other address as a party may specify by notice to the others pursuant hereto).

If to OWNER:

[OWNER ADDRESS]

Attn: [OWNER NAME]

If to CONTRACTOR:

[CONTRACTOR ADDRESS]

Attn: [CONTRACTOR NAME]

17.14 Personal Data

(a) "Personal Data" includes any information relating to an identified or identifiable natural person that is obtained by Contractor from Owner; "Owner Personal Data" includes any Personal Data obtained by Contractor from Owner; and "Processing" includes any operation or set of operations performed upon Personal Data, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

(b) Contractor, including its staff, shall view and Process Owner Personal Data only on a need-to-know basis and only to the extent necessary to perform this Agreement or Owner's further written instructions.

(c) Contractor shall use reasonable technical and organizational measures to ensure the security and confidentiality of Owner Personal Data in order to prevent, among other things, accidental, unauthorized or unlawful destruction, modification, disclosure, access or loss. Contractor shall immediately inform Owner of any breach of this security and confidentiality undertaking, unless prohibited from doing so by law.

(d) Contractor shall notify Owner in the most expedient time possible under the circumstances and without unreasonable delay of any Security Breach involving any Owner Personal Data, where "Security Breach" is defined as any event involving an actual, potential or threatened compromise of the security, confidentiality or integrity of the data, including but not limited to any unauthorized access or use, or any broader circumstances as defined in any applicable local law. Contractor shall also provide Owner with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach, the identity of each affected person, and any other information Owner may request concerning such affected persons and the details of the breach, as soon as such information can be collected or otherwise becomes available. Contractor agrees to take action immediately, at its own expense, to investigate the Security Breach and to identify, prevent and mitigate the effects of any such Security Breach, and to carry out any recovery or other action (e.g., mailing statutory notices) necessary to remedy the Security Breach. The content of any filings, communications, notices, press releases, or reports related to any Security Breach ("Notices") must first be approved by Owner prior to any publication or communication thereof to any third party. Contractor shall pay for or reimburse Owner for all costs, losses and expenses relating to any Security Breach, including without limitation, the cost of Notices.

(e) Upon termination of this Agreement, for whatever reason, Contractor shall stop the Processing of Owner Personal Data, unless instructed otherwise by Owner, and these undertakings shall remain in force until such time as Contractor no longer possesses Owner Personal Data.

(f) Contractor understands and agrees that Owner may require Contractor to provide certain Personal Data (the "Contractor Personal Data") such as the name, address, telephone number, and e-mail address of Contractor's representatives in transactions, and that Owner and its affiliates and their contractors may store such data in databases located and accessible globally by their personnel and use it for purposes reasonably related to the performance of this Agreement, including but not limited to supplier and payment administration. Contractor agrees that it will comply with all legal requirements associated with transferring any Contractor Personal Data to Owner. Owner will be the "Controller" of this data for legal purposes, and agrees not to share Contractor Personal Data beyond Owner, its affiliates and their contractors, and to use reasonable technical and organizational measures to ensure that Contractor Personal Data is processed in conformity with applicable data protection laws. Contractor may obtain a copy of the Contractor Personal Data and submit updates and corrections to it by sending Owner a written notice, in accordance with the provisions of [17.13] of this Agreement.

IN WITNESS WHEREOF, Owner and Contractor have executed this Agreement as of the day and year first above written.

[OWNER NAME]:

By:

Name: [OWNER SIGNATORY NAME]

Title: [OWNER SIGNATORY TITLE]

Date: [OWNER SIGNATURE DATE]

[CONTRACTOR NAME]:

By:

Name: [CONTRACTOR SIGNATORY NAME]

Title: [CONTRACTOR SIGNATORY TITLE]

Date: [CONTRACTOR SIGNATURE DATE]