

INDIVIDUAL STATE INDEMNIFICATION, RELEASE AND INSURANCE REQUIREMENTS:

The parties to this agreement, hereafter “Company” for this INDEMNITY, RELEASE AND INSURANCE SECTION and hereafter “Customer” for this INDEMNITY, RELEASE AND INSURANCE SECTION agree that Customer will provide Company with Indemnification and Release along with Insurance as listed below for each state where any work or operations (hereafter “Work” or “Operations” for this INDEMNITY, RELEASE AND INSURANCE SECTION) are being performed. For example, if Work or Operations are being performed by Customer in New York or in Pennsylvania or in both states simultaneously, and an accident occurs in New York, the Customer will provide Indemnification, Release and Insurance to Company in accordance with the New York Indemnification and Release Provisions along with the Insurance Provisions below. If an accident occurs in Pennsylvania, the Customer will provide Indemnification and Release and Insurance to Company in accordance with the Pennsylvania Indemnification and Release Provisions along with the Insurance Provisions below.

ALABAMA INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL ALABAMA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY ALABAMA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY’S AND CUSTOMER’S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER’S WORK OR OPERATIONS. IT IS THE PARTIES’ INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY ALABAMA LAW. Customer’s duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys’ fees and costs of settlement. The Customer’s obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer’s additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys’ fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time, and costs of testing of property, or other items) initiated by the Company, Company’s insurance carriers or Company’s third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer’s Work or Operations, whether or not such accident involves personal injury or death or damage to property or all of these.

ALABAMA INSURANCE – To the fullest extent permitted by Alabama law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site, The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability (“CGL”) insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer’s primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company’s insurance policies; d) inland marine/all-risk and or builder’s risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all

deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

ALASKA INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL ALASKA LAWS, INCLUDING AK§45.45.900, AND TO THE FULLEST EXTENT PERMITTED BY ALASKA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY ALASKA LAW. Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer is required to indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. However, the Customer is not required to indemnify Company for any claim from the sole

negligence or wilful misconduct of the Customer or the Customer's agents, servants or independent contractors who are directly responsible to the Customer. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

ALASKA INSURANCE – To the fullest extent permitted by Alaska law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability

exclusion” for all additional insureds; and p) all Customer’s policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer’s agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company’s right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker’s compensation/employer’s liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

ARIZONA INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL ARIZONA LAWS including §32-1159; §34-226 and §41- 2586, AND TO THE FULLEST EXTENT PERMITTED BY ARIZONA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY’S AND CUSTOMER’S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER’S WORK OR OPERATIONS. IT IS THE PARTIES’ INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY ARIZONA LAW. Customer’s duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys’ fees and costs of settlement. Customer shall be required to indemnify Company for Company’s own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. However, the Customer shall not be required to indemnify Company for liability for loss or damage resulting from the sole negligence of the Company or the Company’s agents, employees or Indemnitees. Notwithstanding the foregoing sentence and in accordance with §32-1159.01, for any work regarding a dwelling as defined by §12-1361, Lessee shall be not required to indemnify Lessor from or against liability for loss or damage resulting from the negligence of Lessor or the Lessor’s indemnitees, employees, subcontractors, consultants or agents. The Customer’s obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

Furthermore, as part of Customer’s additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys’ fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company’s insurance carriers or Company’s third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer’s Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

ARIZONA INSURANCE – To the fullest extent permitted by Arizona law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a)

worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09, except that for any work regarding a dwelling as defined by §12-1361, Lessee shall only use additional insured endorsements that are in compliance with §32-1159.01; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

ARKANSAS INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL ARKANSAS LAWS INCLUDING AR §4-56-104, AND TO THE FULLEST EXTENT PERMITTED BY ARKANSAS LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY’S AND CUSTOMER’S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER’S WORK OR OPERATIONS. IT IS THE PARTIES’ INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY ARKANSAS LAW. Customer’s duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys’ fees and costs of settlement. Customer and Customer’s insurer is required to indemnify, defend, and hold harmless the Company against liability for damage arising out of the death of or bodily injury to a person or persons or damage to property, which arises out of the negligence or fault of Customer, its agents, representatives, subcontractors, or suppliers. Customer shall not be responsible to indemnify nor hold harmless Company for damage from death or bodily injury to a person or damage to property arising out of the sole negligence of the Company, its agent, representative, subcontractor, or supplier. The Customer’s obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer’s additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys’ fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time, and costs of testing of property, or other items) initiated by the Company, Company’s insurance carriers or Company’s third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer’s Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

ARKANSAS PARTIAL INSURANCE – To the fullest extent permitted by Arkansas law, and pursuant to AR §4-56-104, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site that insures Company for the acts or omissions of the Customer, to the extent that such additional insured coverage provides coverage to the Company for liability due to the acts or omissions of the Customer. The Customer shall procure the following coverage’s for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary noncontributory commercial general liability (“CGL”) insurance on an occurrence basis, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non- contributory insurance in the amount of at least \$5,000,000 and Customer’s primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company’s insurance policies; d) Builder’s Risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company’s benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) the Customer must use the following ISO endorsements which provide

various coverages and also provide additional insured status for the Company and Company's officers, directors, shareholders, members, managers, partners and employees along with all affiliated partnerships, joint ventures, corporations of Company and anyone else who Company is required by contract to name as an additional insured, which must be included as additional insured on all liability insurance policies (including any excess/umbrella policies that must also follow form of the CGL policy CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 26 04 13,, CG 25 03 03 97, CG 24 04 05 09 all must be used and modified but only to the extent required by AK §4-56-104; g) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; h) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; i) Customer shall name Company as a Primary Loss Payee on all insurance policies, j) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; k) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; l) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; m) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); n) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and o) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. The Customer is required to provide a project specific insurance policy for the above referenced commercial general liability insurance or may substitute a commercial general liability insurance policy with an owner's or contractor's protective insurance, project management protective liability insurance, an owner controlled insurance policy, or a contractor controlled insurance policy. Customer's agreements to indemnify and hold Company harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

CALIFORNIA INDEMNIFICATION, RELEASE PROVISIONS AND RISK OF LOSS FOR SERVICE VENDOR: -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL CALIFORNIA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY CALIFORNIA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY CALIFORNIA LAW. It is the parties' intent that this contract comply with all applicable California laws and the parties further believe and this contract is not subject to CA Civ. Code §2782 and further Company and Customer agree that this agreement is a service contract and not a construction contract, Therefore, Customer shall indemnify Company against all claims, actions, proceedings, costs, damages, and liabilities arising in any manner out of, connected with, or resulting from Customer's Work or

Operations on the job site including without limitation any injury, liability or death of workman or other persons and any loss or damage to property whether the liability, loss or damage is caused by or arises out of the negligence of Company's employees or otherwise. Customer agrees to indemnify Company for Company's own fault or negligence for any claim arising out of Customer's work, whether the negligence or fault of the Company is direct, indirect or derivative in nature. Customer's duty to indemnify shall include all costs or expenses arising out of or connected with all claims specified herein, including all court and or arbitration costs, filing fees, attorney's fees, duty to defend and costs of settlement and Customer further agrees to indemnify Company against all loss of or damage to the equipment which occurs while said equipment is on Customer's job site. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage property or all of these.

CALIFORNIA PARTIAL INDEMNIFICATION –However, if this contract is found to be a construction contract, then the following indemnity provision shall apply: To the fullest extent permitted by California law, Customer agrees to indemnify and save Company, its employees and agents harmless from all claims for death or injury to persons, including Company's employees, of all loss, damage or injury to property, arising in any manner out of Customer's Work or Operations. Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall be required to indemnify Company for Company's own negligence or fault, except that Customer shall not be required to indemnify Company for Company's active negligence or willful misconduct, whether such negligence or fault of the Company be direct, indirect, or derivative in nature. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time, and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

CALIFORNIA INSURANCE – To the fullest extent permitted by California law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a)

worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

COLORADO INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL COLORADO LAWS, AND TO THE FULLEST EXTENT

PERMITTED BY COLORADO LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY COLORADO LAW. It is the parties' intention that all provisions of this contract comply with CO §13-21-111.5. Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Pursuant to C.R.S.A. 13-21-111.5, Customer shall not be required to indemnify, insure, or defend in litigation Company against liability for damage arising out of death or bodily injury to persons or damage to property caused by the negligence or fault of the Company or any third party under the control or supervision of the Company. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

COLORADO INSURANCE. To the fullest extent permitted by Colorado law and pursuant to C.R.S.A. 13-21-111.5 the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site and this insurance is for the protection of Company for liability and covers the acts or omissions of the Customer. The Customer shall procure the following coverage's for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies); d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10

10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09 all must be used and modified but only to the extent required by C.R.S.A. 13-21-111.5; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. The Customer is required to provide a project specific insurance policy for the above referenced commercial general liability insurance or may substitute a commercial general liability insurance policy with an owner's or contractor's protective insurance, project management protective liability insurance, an owner controlled insurance policy, or a contractor controlled insurance policy which is in compliance with C.R.S.A 13-21-111.5. Customer's agreements to indemnify and hold Company harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

CONNECTICUT INDEMNIFICATION AND RELEASE PROVISIONS -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL CONNECTICUT LAWS including Conn. Gen. Stat. §52-572K, AND TO THE FULLEST EXTENT PERMITTED BY CONNECTICUT LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY CONNECTICUT LAW. — Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall not be required to indemnify Company against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Company, Company's agents or employees. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid,

then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time, and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

CONNECTICUT INSURANCE – To the fullest extent permitted by Connecticut law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity

provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

DELAWARE INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL DELAWARE LAWS including 6 DE §2704, AND TO THE FULLEST EXTENT PERMITTED BY DELAWARE LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY DELAWARE LAW. Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall not be required to indemnify or hold harmless Company or its agents, servants, or employees, from damages arising from liability for bodily injury or death to persons or damage to property caused partially or solely by the Company or its subcontractors, agents, servants, or employees. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage property or all of these. The parties agree that Delaware law recognizes and allows the borrowed servant doctrine in that the personnel performing the Work or Operations of the Customer are the employees of the Customer as borrowed servants and not the employees of the Company, even if the employees are paid by the Company.

DELAWARE INSURANCE – To the fullest extent permitted by Delaware law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk

physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

DISTRICT OF COLUMBIA INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL DISTRICT OF COLUMBIA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY DISTRICT OF COLUMBIA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY DISTRICT OF COLUMBIA LAW. – – Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees,

attorneys' fees and costs of settlement. Customer shall be required to indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

DISTRICT OF COLUMBIA INSURANCE – To the fullest extent permitted by District of Columbia, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and

underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

FLORIDA INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL FLORIDA LAWS INCLUDING FL§725.06, AND TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY FLORIDA LAW. – – Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, reasonable attorneys' fees and costs of settlement. Customer shall be required to indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature and whether the damages claimed are caused in whole or in part by the acts, errors or omissions of the Company its employees and agents. Furthermore, the indemnification above shall not be limited in any way by any limitation on the type of damage, compensation or benefits payable by or for the Customer under workers' compensation acts, disability benefits acts, or other employee benefits acts. If this Agreement is for the performance of work on a public project, Company's indemnification obligations are further limited by FL ST §725.06(2) and (3). Specifically, on public projects Customer shall only indemnify, hold harmless and defend Company and its employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrong misconduct of Customer and persons employed or utilized by Customer in the performance of the public project. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification or procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand.

Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time, and costs of testing of property, or other items) initiated by the Company, Company's attorney's, Company's

insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

Further, and pursuant to the provisions of FL ST § 725.06 the parties hereby agree that the indemnification obligations of the above paragraph are limited to the amount of \$5,000,000.00. The parties hereby further agree that this limitation bears a commercially reasonable relationship to the contract and is incorporated as part of the project specifications or bid documents, if any, and further, that the amounts of the indemnification limitation specified herein bear a commercially reasonable relationship to the contract in light of the risks to person and property which may arise from or relate to the project and work contemplated by this agreement. The parties acknowledge and agree that in so far as commercially reasonable monetary limit of \$5,000,000.00, among other factors, the parties specifically have taken into account the availability and cost of insurance for contractor's such as the Company and the costs of other risk transference devices enumerated in this agreement, the scope of the Work of the Company, the risks associated with the Work of the Company from national standards, the compensation paid to the Company, the safety requirements for this job and the other benefits exchanged between the parties including but not limited to reduced insurance costs by not having duplicative insurance in connection with this Subcontract. As noted above, the parties further agree that this section's obligations along with insurance section's requirements are hereby made a part of the Project specifications and bid documents. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

Customer and Company expressly acknowledge and agree that these indemnification provisions pertain only to claimed damages arising from this contract or its performance and, also, that these provisions shall not require Customer to indemnify Company for damages to persons or property caused in whole or in part by any act, error, or omission of a party other than: (a) Customer; (b) Customer's contractors, sub-contractors, sub-sub-contractors, material men or agents or any tier or their respective employees. However, such indemnification shall not include claims of, or damages resulting from gross negligence or willful, wanton, or intentional misconduct of the Company or its officers, directors, agents or employees, or for statutory violations or punitive damages except and to the extent the statutory violations and punitive damages are caused by or result from the acts, errors or omissions of the Customer or any of Customer's contractors, sub-contractors, sub-sub-contractors, materialmen or agents of any tier or their respective employees.

FLORIDA INSURANCE – To the fullest extent permitted by Florida law the Customer agrees to purchase, maintain and carry the following insurance coverages prior Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading,

misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09 all must be used and modified but only to the extent required by Florida Law; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this subcontract.

GEORGIA INDEMNIFICATION AND RELEASE PROVISIONS -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL GEORGIA LAWS including GA Code §13-8-2, AND TO THE FULLEST EXTENT PERMITTED BY GEORGIA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY GEORGIA LAW. -- Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall be required to indemnify Company for Company's own negligence or fault,

whether the negligence or fault of the Company be direct, indirect or derivative in nature. However, pursuant to Georgia Code §13- 8-2, Customer is not required to indemnify, hold harmless, insure, or defend the Company including its officers, agents, or employees, against liability or claims for damages, losses, or expenses, including attorney fees, arising out of bodily injury to persons, death, or damage to property caused by or resulting from the sole negligence of the Company, or its officers, agents, or employees. The indemnification above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Customer under workers' compensation acts, disability benefits acts, or other employee benefits acts. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these

GEORGIA INSURANCE – To the fullest extent permitted by Georgia law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. Pursuant to GA Code § 13-8-2, the Customer shall not be required to insure Company, including Company's officers, agents, or employees against liability or claims for damages, losses, or expenses, including attorneys' fees, arising out of bodily injury to persons, death, or damage to property caused by or resulting from the sole negligence of the Company or its officers, agents, or employees. The Customer shall procure the following coverage's for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non- contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an

additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09 all must be used and modified but only to the extent required by GA Code § 13-8-2; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. The Customer can provide a project specific insurance policy for the above referenced commercial general liability insurance or may substitute a commercial general liability insurance policy with an owner's or contractor's protective insurance, project management protective liability insurance, an owner controlled insurance policy, or a contractor controlled insurance policy as long as the policies provide the same or better coverages for the Company. Customer's agreements to indemnify and hold Company harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

HAWAII INDEMNIFICATION AND RELEASE PROVISIONS -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL HAWAII LAWS including HI Rev Statute § 431:10-222, AND TO THE FULLEST EXTENT PERMITTED BY HAWAII LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY HAWAII LAW. -- Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall be required to indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. However, the Customer shall not be required to indemnify Company for liability for bodily injury to person or damage to property caused by or resulting from the sole negligence or willful misconduct of the Company, the Company's agents or employees. The Customer's obligations hereunder shall further

not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property, or all of these.

HAWAII INSURANCE – To the fullest extent permitted by Hawaii, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the

Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

IDAHO INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL IDAHO LAWS including ID Rev Statute §29-114, AND TO THE FULLEST EXTENT PERMITTED BY IDAHO LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY IDAHO LAW. – – Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. However, the Customer shall not be required to indemnify Company for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Company, the Company's agents, employees or Indemnitees. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time, and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

IDAHO INSURANCE – To the fullest extent permitted by Idaho law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer Beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk

physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09 h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

ILLINOIS INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL ILLINOIS LAWS including 740 ILCS 35/1, (Construction Contract Indemnification for Negligence Act), AND TO THE FULLEST EXTENT PERMITTED BY ILLINOIS LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY ILLINOIS LAW. – – Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court

and/or arbitration costs, filing fees, attorneys' fees and costs of settlement (See also Section 2 below). Furthermore, the Customer WAIVES ANY RIGHT OF CONTRIBUTION AND WAIVES ANY AFFIRMATIVE DEFENSE THAT IT MAY HAVE PURSUANT TO Kotecki vs.

Cyclops and/or the Illinois Worker's Compensation Act and in addition to the above requirements of indemnification, Customer shall indemnify and hold harmless the Company, Company's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Customer's Work under this Subcontract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including loss of use therefrom, which is caused in whole or in part by negligent acts or omissions of the Customer, the Customer's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, loss, or expense is caused in part by a party indemnified hereunder. In compliance with the Indemnification Act, Customer shall not be required to indemnify Company for Company's own negligence. The indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Customer under worker's compensation acts, disability benefit acts, any and all liability insurance, or other employee benefit acts. This provision is separate and distinct from any other phrase, sentence, provision or paragraph in this contract, including any phrase, sentence, provision or paragraph concerning indemnification and procurement of insurance. If any part of any paragraph is declared invalid, then all other parts of all paragraphs of this contract shall stand and not be affected.

ILLINOIS INSURANCE – To the fullest extent permitted by Illinois, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for

Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

INDIANA INDEMNIFICATION, RELEASE PROVISIONS AND RISK OF LOSS FOR SERVICE VENDOR: -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL INDIANA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY INDIANA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY INDIANA LAW. -- It is the parties' intent that this contract comply with all applicable Indiana laws, the parties further agree after consulting with their respective attorney's that the Company is not considered to be a contractor or subcontractor but a vendor, and to the fullest extent permitted by Indiana law Company and Customer agree that this agreement is a service contract and not a construction contract. Customer agrees to indemnify Company for Company's own fault or negligence for any claim arising out of Customer's work, whether the negligence or fault of the Company is direct, indirect or derivative in nature. Customer's duty to indemnify shall include all costs or expenses arising out of or connected with all claims specified herein, including all court and or arbitration costs, filing fees, attorney's fees, duty to defend and costs of settlement and Customer further agrees to indemnify Company against all loss of or damage to the equipment which occurs while said equipment is on Customer's job site The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of

testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

If this contract is found to be a "construction contract" within the meaning of IC 26-2-5-1, then the following indemnify provision shall apply: INDIANA INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL INDIANA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY INDIANA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY INDIANA LAW. – – Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall be required to indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. However, the Customer shall not be required to indemnify Company for death or bodily injury to persons; (2) injury to property; (3) design defects; or any combination of these from the sole negligence or willful misconduct of the Company. However, sole negligence does not include vicarious liability, imputed negligence, or assumption of a nondelegable duty. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time, and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

INDIANA INSURANCE – To the fullest extent permitted by Indiana, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental

reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

IOWA INDEMNIFICATION AND RELEASE PROVISIONS -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL IOWA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY IOWA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY IOWA LAW. -- Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall not indemnify, hold harmless, or defend Company or Company's employees, consultants, agents, or others for whom Company is responsible, against liability, claims, damages, losses, or expenses, including attorney's fees, to the extent caused by or resulting from the negligent act or omission of the Company or Company's employees, consultants, agents, or others for whom the Company is responsible. However, the indemnification obligation under the above paragraph shall not be limited in any way by

any limitation on the amount or type of damage, compensation, or benefits payable by or for the Customer under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time, and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

IOWA INSURANCE – To the fullest extent permitted by Iowa, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's

liability exclusion” for all additional insureds; and p) all Customer’s policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer’s agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company’s right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker’s compensation/employer’s liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

KANSAS INDEMNIFICATION, RELEASE PROVISIONS AND RISK OF LOSS for SERVICE VENDOR: COMPANY AND CUSTOMER AGREE AND INTENT THAT THIS AGREEMENT IS A SERVICE CONTRACT AND NOT A CONSTRUCTION CONTRACT.— IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL KANSAS LAWS, AND TO THE FULLEST EXTENT PERMITTED BY KANSAS LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY’S AND CUSTOMER’S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER’S WORK OR OPERATIONS. IT IS THE PARTIES’ INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY KANSAS LAW. — Customer agrees to indemnify Company for Company’s own fault or negligence for any claim arising out of Customer’s work, whether the negligence or fault of the Company is direct, indirect or derivative in nature. Customer’s duty to indemnify shall include all costs or expenses arising out of or connected with all claims specified herein, including all court and or arbitration costs, filing fees, attorney’s fees, duty to defend and costs of settlement and Customer further agrees to indemnify Company against all loss of or damage to the equipment which occurs while said equipment is on Customer’s job site. The Customer’s obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer’s additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys’ fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time, and costs of testing of property, or other items) initiated by the Company, Company’s insurance carriers or Company’s third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer’s Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

However, if this agreement is found to be a construction contract, then the following indemnity provision shall apply: IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL KANSAS LAWS, AND TO THE FULLEST EXTENT PERMITTED BY KANSAS LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY’S AND CUSTOMER’S

EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY KANSAS LAW. -- Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Pursuant to K.S.A. § 16-121, Customer shall not be required to indemnify Company for Company's own negligence, intentional acts, or omissions. However, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Customer under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time, and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

KANSAS VENDOR INSURANCE-- To the fullest extent permitted by Kansas, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09 all must be used and modified

but only to the extent required by K.S.A. § 16-121: h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

However, if this agreement is found to be a construction contract, then the following Insurance provision shall apply: KANSAS INSURANCE –To the fullest extent permitted by Kansas law, and in accordance with the parties' intent to provide the Company with the broadest coverage possible, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. Pursuant to K.S.A. § 16-121 (c), Customer shall not be required to provide liability coverage to Company, as an additional insured, for Company's own negligence or intentional acts or omissions. In all other circumstances, Customer shall procure the following coverages for Company: a.) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) commercial general liability (CGL) insurance on an occurrence basis, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies)

Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09 all must be used and modified but only to the extent required by K.S.A. § 16-121; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

KENTUCKY INDEMNIFICATION AND RELEASE PROVISIONS -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL KENTUCKY LAWS, AND TO THE FULLEST EXTENT PERMITTED BY KENTUCKY LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY KENTUCKY LAW. -- Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall not indemnify or hold harmless Company from Company's own negligence or from the negligence of Company's agents, or employees. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time, and costs of testing of property, or other items)

initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

KENTUCKY INSURANCE – To the fullest extent permitted by Kentucky, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's

compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

LOUISIANA INDEMNIFICATION AND RELEASE PROVISIONS FOR ALL TRANSPORTATION CONTRACTS AND RIGGING/CONSTRUCTION CONTRACTS PURSUANT TO LSA-R.S. 9:2780.1 EXCEPT FOR CONTRACTS FOR WELLS FOR OIL, GAS, OR WATER, OR DRILLING FOR MATERIAL PURSUANT TO LSA-R.S. 9:2780)— IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL LOUISIANA LAWS including LSA-R.S. 9:2780.1, AND TO THE FULLEST EXTENT PERMITTED BY LOUISIANA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY LOUISIANA LAW. Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorney's fees and costs of settlement. Customer shall not be required to indemnify Company, Company's agents or employees, or any third parties over which Customer has no control, or for Company's own negligence, intentional acts or omissions or the negligence, intentional acts or omissions of any agent or employee of Company. However, the indemnification above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Customer under workers' compensation acts, disability benefits acts, or other employee benefits acts. It is the intention that the Customer has recovered the cost of required insurance in the price for this contract, Customer's liability shall be limited to the amount of the proceeds that were payable under the insurance policies Customer was required to obtain. Such insurance coverage is provided only when the indemnitor is at least partially at fault or otherwise liable for damages ex delicto or quasi ex delicto. If the indemnification and insurance sought is limited by applicable Louisiana law and this is where the work is being performed, then the said indemnification and insurance herein shall be similarly limited to conform to such law, it being the intention of the parties that this indemnification and insurance procured for the indemnitee shall be as broad as possible under applicable Louisiana law. If this paragraph or any clause or sentence is declared invalid, then all other paragraphs, clauses and sentences of this contract shall stand.

Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these. This section applies to this agreement, but only if this agreement is determined to be a construction contract.

LOUISIANA INDEMNIFICATION AND RELEASE PROVISIONS (FOR ALL CONTRACTS RELATED TO WELLS FOR OIL, GAS, OR WATER, OR DRILLING FOR MINERALS PURSUANT TO LSA-R.S. §9:2780) — IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL LOUISIANA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY LOUISIANA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL

LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY LOUISIANA LAW. -- Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall not be required to indemnify Company for Company's own or concurrent negligence. However, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Customer under worker's compensation acts, disability benefit acts, or other employee benefit acts. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If any paragraph, sentence or clause is declared invalid, then all other paragraphs, sentences or clause of this contract shall stand. Customer agrees to indemnify, defend and hold harmless the Company for any non-construction or non-transportation work to the fullest extent permitted by law, including Company's own fault or negligence; Customer understands that Company is providing a service as a vendor and is not a contractor and as such LSA-R.S. §9:2780.1 does not apply to non-construction work performed by Company. To the extent that it is determined LSA-R.S. §9:2780.1 does apply, the indemnity shall be properly limited to comply with same.

The parties expressly agree that this indemnification agreement may limited by the above Louisiana statutes when construction work is being provided, however it is the parties intent that the following applies to work performed by the Customer:

- a. Full Indemnity in the event liability is imposed against the indemnitees without negligence and solely by reason of statute, operation of law or otherwise; and
- b. Partial Indemnity In the event of any actual negligence on the part of the indemnitees either causing or contributing to the underlying claim, in which case indemnification will be limited to any liability imposed over and above the percentage attributable to actual fault whether by statute, by operation of law, or otherwise. Where partial indemnity is provided under this agreement costs, professional fees, attorney's fees, expenses, disbursements, etc. shall be indemnified on a pro rata basis. Indemnification under this paragraph shall operate whether or not indemnitor has placed and maintained the Insurance specified herein. Recovery of attorneys' fees, costs, court costs, expenses and disbursements hereunder shall include all those attorneys' fees, costs, court costs, expenses and disbursements incurred in the defense of the underlying claim, in the enforcement of this agreement, in the prosecution of any claim for indemnification hereunder, and in pursuit of any claim for insurance coverage required. Indemnitor shall also keep Indemnitee subject to such suit, demand or proceeding fully informed as to the progress of such defense and afford all Indemnitees, an opportunity to participate on an equal basis with indemnitor in the defense or settlement of such matter.

LOUISIANA INSURANCE – To the fullest extent permitted by Louisiana, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading,

misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

MAINE INDEMNIFICATION AND RELEASE PROVISIONS -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL MAINE LAWS, AND TO THE FULLEST EXTENT PERMITTED BY MAINE LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY MAINE LAW. -- Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations.

This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time, and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these. Customer shall indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company is direct, indirect or derivative in nature.

MAINE INSURANCE – To the fullest extent permitted by Maine, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the

Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

MARYLAND INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL MARYLAND LAWS, AND TO THE FULLEST EXTENT PERMITTED BY MARYLAND LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY MARYLAND LAW. – –

Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall be required to indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. However, the Customer is not required to indemnify Company against liability for damages arising out of bodily injury to any person or damage to property caused by or resulting from the sole negligence of the Company, or the agents or employees of the Company. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time, and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

MARYLAND INSURANCE – To the fullest extent permitted by Maryland, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of

Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

MASSACHUSETTS INDEMNIFICATION AND RELEASE PROVISIONS -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL MASSACHUSETTS LAWS including MA Ch. 149 §29C, AND TO THE FULLEST EXTENT PERMITTED BY MASSACHUSETTS LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY MASSACHUSETTS LAW. -- Customer's duty to indemnify hereunder shall include costs or expenses

arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall not be required to indemnify Company for injury to persons or damage to property not caused by the Company or its employees, agents or subcontractors. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time, and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to the property or all of these.

MASSACHUSETTS INSURANCE – To the fullest extent permitted by Massachusetts Law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to the equipment's arrival on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or

non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

MICHIGAN INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL MICHIGAN LAWS, AND TO THE FULLEST EXTENT PERMITTED BY MICHIGAN LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY MICHIGAN LAW. – – Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall be required to indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. However, the Customer shall not be required to indemnify Company for liability arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Company, his agents or employees. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

MICHIGAN INSURANCE – To the fullest extent permitted by Michigan, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL")

insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

MINNESOTA INDEMNIFICATION AND RELEASE PROVISIONS -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL MINNESOTA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY MINNESOTA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY,

ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY MINNESOTA LAW. --

Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall not indemnify the Company if the underlying injury or damage is attributable to the negligent or otherwise wrongful act or omission, including breach of a specific contractual duty, of the Company or the Company's independent contractors, agents, employees, or delegates. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

MINNESOTA INSURANCE – To the fullest extent permitted by Minnesota Law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for

Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

MISSISSIPPI INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL MISSISSIPPI LAWS, AND TO THE FULLEST EXTENT PERMITTED BY MISSISSIPPI LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY MISSISSIPPI LAW. – – Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall not be required to indemnify or hold harmless Company for Company's own negligence The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time, and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

MISSISSIPPI INSURANCE – To the fullest extent permitted by Mississippi, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or

Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

MISSOURI INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL MISSOURI LAWS, AND TO THE FULLEST EXTENT PERMITTED BY MISSOURI LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY MISSOURI LAW. – – Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Pursuant to V.A.M.S. 434.100, Customer shall not be required to indemnify or hold harmless Company for Company's own negligence or wrongdoing. However, pursuant to V.A.M.S. 434.100 (2) (1) The Customer shall indemnify and hold harmless Company from the Customer's own negligence or wrongdoing and the negligence or wrongdoing of the Customer's subcontractors and suppliers of any tier. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time, and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

MISSOURI INSURANCE – To the fullest extent permitted by Missouri Law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional

insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

MONTANA INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL MONTANA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY MONTANA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY MONTANA LAW. – – Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, reasonable attorneys' fees and costs of settlement. Customer shall be required to indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. However, pursuant to MCA §28-2-2111, Customer is not required to indemnify, hold harmless, insure, or defend the Company or the Company's officers, employees, or agents for liability, damages, losses, or costs that are caused by the negligence, recklessness, or intentional misconduct of the Company or the Company's officers, employees, or agents. Customer's indemnity obligations require the Customer to indemnify, hold harmless, and insure the Company and the Company's officers, employees, or agents for liability, damages, losses, or costs, including but not limited to reasonable attorney fees, only to the extent that the liability, damages, losses, or costs are caused by the negligence, recklessness, or intentional misconduct of a third party or of the Customer or the Customer's officers, employees, or agents. The indemnification above shall not be limited in any way

by any limitation on the amount or type of damage, compensation or benefits payable by or for the Customer under workers' compensation acts, disability benefits acts, or other employee benefits acts. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time, and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

MONTANA INSURANCE – To the fullest extent permitted by MCA §28-2-2111, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall not be required to insure Company, including Company's officers, agents, or employees against liability or claims for damages, losses, or expenses, including reasonable attorneys' fees, arising out of bodily injury to persons, death, or damage to property caused by or resulting from negligence of the Company or its officers, agents, or employees. The Customer shall procure the following coverage's for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of the equipment, including any boom or jib, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed occurring during the rental term; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09 all must be used and modified but only to the extent required by MCA §28-2-2111; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all

Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. The Customer is required to provide a project specific insurance policy for the above referenced commercial general liability insurance and excess/umbrella or the Customer may substitute a commercial general liability insurance policy with an owner's and contractor's protective insurance or a project management protective liability insurance policy. Customer's agreements to indemnify and hold Company harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

NEBRASKA INDEMNIFICATION AND RELEASE PROVISIONS -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL NEBRASKA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY NEBRASKA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY NEBRASKA LAW. -- Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall not be required to indemnify Company for Company's own negligence. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

NEBRASKA INSURANCE -- To the fullest extent permitted by Nebraska law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a)

worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

NEVADA INDEMNIFICATION AND RELEASE PROVISIONS -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL NEVADA LAWS, AND TO THE FULLEST EXTENT

PERMITTED BY NEVADA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY NEVADA LAW. -- Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

NEVADA INSURANCE – To the fullest extent permitted by Nevada law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name

Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

NEW HAMPSHIRE INDEMNIFICATION AND RELEASE PROVISIONS -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL NEW HAMPSHIRE LAWS, AND TO THE FULLEST EXTENT PERMITTED BY NEW HAMPSHIRE LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY NEW HAMPSHIRE LAW. -- Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall not be required to indemnify Company for injury to person or damage to property not caused by Customer or Customer's employees, agents, or subcontractors. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

NEW HAMPSHIRE INSURANCE -- To the fullest extent permitted by New Hampshire law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning

Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

NEW JERSEY INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL NEW JERSEY LAWS, AND TO THE FULLEST EXTENT PERMITTED BY NEW JERSEY LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY’S AND CUSTOMER’S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER’S WORK OR OPERATIONS. IT IS THE PARTIES’ INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY NEW JERSEY LAW. – – Customer’s duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys’ fees and costs of settlement. Customer shall be required to indemnify Company for Company’s own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. However, the Customer shall not be required to indemnify or hold harmless the Company against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Company, its agents, or employees. The Customer’s obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer’s additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys’ fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company’s insurance carriers or Company’s third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer’s Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

NEW JERSEY INSURANCE – To the fullest extent permitted by New Jersey law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability (“CGL”) insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer’s primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company’s insurance policies; d) inland marine/all-risk and or builder’s risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company’s benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company’s officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an

additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

NEW MEXICO INDEMNIFICATION AND RELEASE PROVISIONS -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL NEW MEXICO LAWS, AND TO THE FULLEST EXTENT PERMITTED BY NEW MEXICO LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY NEW MEXICO LAW. -- Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Pursuant to NM ST § 56-7-1, Customer shall not be required to indemnify, hold harmless, insure, or defend against liability, claims, damages, losses or expenses, including attorneys' fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the Company, its employees or agents. However, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Customer under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of

insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand.

NEW MEXICO INSURANCE To the fullest extent permitted by New Mexico law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. Pursuant to NM ST § 56-7- 1, Customer shall not be required to indemnify, hold harmless, insure, or defend against liability, claims, damages, losses or expenses, including attorneys' fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the Company, its employees or agents. Notwithstanding the above, the Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09 all must be used and modified but only to the extent required by NM ST § 56-7-1; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an

occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

NEW YORK INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL NEW YORK LAWS, AND TO THE FULLEST EXTENT PERMITTED BY NEW YORK LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY LAW AND INCLUDES, WITHOUT LIMITATION, INDEMNIFICATION OF COMPANY ARISING PURSUANT TO NEW YORK LABOR LAW §200, §240 and §241. HOWEVER, CUSTOMER SHALL NOT BE REQUIRED TO INDEMNIFY COMPANY FOR COMPANY'S OWN NEGLIGENCE. – – Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall not be required to indemnify or hold harmless Company against liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the Company its agents or employees or indemnitees, whether such negligence be in whole or in part. This restriction on indemnity shall not affect the validity of any insurance contract, workers' compensation agreement or other agreement issued by an admitted insurer. This subdivision shall not preclude Company requiring indemnification for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of a party other than the Customer, whether or not the Company is partially negligent. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

NEW YORK INSURANCE – To the fullest extent permitted by New York law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form

non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any claim or loss made against Company under or arising pursuant to New York Labor Law §200, §240 and §241; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies; k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company and prior to start of work; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

NORTH CAROLINA INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL NORTH CAROLINA LAWS INCLUDING NC STATUTE §22B-1, AND TO THE FULLEST EXTENT PERMITTED BY NORTH CAROLINA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY NORTH CAROLINA LAW. – – Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall not be required to indemnify or hold harmless Company for Company, Company's independent contractors, agents, employees, or indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of the Company or the Company's independent contractors, agents, employees or indemnitees. However, the Customer shall indemnify and hold harmless the Company from the sole negligence of the Customer, or the Customer's independent contractors, agents, employees or indemnitees. This provision shall not affect an insurance contract, workers' compensation, or any other agreement issued by an insurer. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

NORTH CAROLINA INSURANCE – To the fullest extent permitted by North Carolina law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies)

Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

NORTH DAKOTA INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL NORTH DAKOTA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY NORTH DAKOTA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY NORTH DAKOTA LAW. – – Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of

storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

NORTH DAKOTA INSURANCE – To the fullest extent permitted by North Dakota law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's

compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

OHIO INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL OHIO LAWS, AND TO THE FULLEST EXTENT PERMITTED BY OHIO LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY OHIO LAW. – – Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. It has been mutually agreed by the parties (Company and Customer) that Customer waives its immunity under the Worker's Compensation Act, Title XLI, Chapter 4123, as allowed under R.C. 4123.74. Customer shall not be required to indemnify Company, its independent contractors, agents, employees, or Company's indemnitees against liability for damages arising out of bodily injury to persons or damage to property initiated or proximately caused by or resulting from the negligence of the Company its independent contractors, agents, employees, or Company's indemnitees. However, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Customer under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If any word, phrase, or sentence of this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

OHIO INSURANCE –To the fullest extent permitted by Ohio law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a.) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk

physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09 all must be used and modified but only to the extent required by Ohio Law; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

OKLAHOMA INDEMNIFICATION AND RELEASE PROVISIONS -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL OKLAHOMA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY OKLAHOMA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY

OKLAHOMA LAW. — — Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Pursuant to OK ST T. 15 § 221, Customer shall not be required to indemnify, insure, defend or hold harmless Company against liability for damage arising out of death or bodily injury to persons, or damage to property, which arises out of the negligence or fault of the Company, its agents, representatives, subcontractors, or suppliers. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

OKLAHOMA INSURANCE –To the fullest extent permitted by Oklahoma law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. Pursuant to OK ST T. 15 § 221, Customer shall not be required to indemnify, insure, defend or hold harmless another entity against liability for damage arising out of death or bodily injury to persons, or damage to property, which arises out of the negligence or fault of the Company, its agents, representatives, subcontractors, or suppliers. The Customer shall procure the following coverages that are in compliance with OK ST T. 15 § 221 for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non- contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09 all must be used and modified but only to the extent required by Oklahoma Law; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage

coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. The Customer is required to provide a project specific insurance policy for the above referenced commercial general liability insurance or may substitute a commercial general liability insurance policy with an owner's or contractor's protective insurance, project management protective liability insurance, an owner controlled insurance policy, or a contractor controlled insurance policy which is in compliance with OK ST T. 15 § 221. Customer's agreements to indemnify and hold Company harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

OREGON INDEMNIFICATION/INSURANCE, IT IS THE PARTIES INTENT THAT ALL PROVISIONS OF THIS AGREEMENT ARE IN COMPLIANCE WITH O.R.S. STATUTE §30.140 OREGON INDEMNIFICATION AND RELEASE PROVISIONS -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL OREGON LAWS, AND TO THE FULLEST EXTENT PERMITTED BY OREGON LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY OREGON LAW. -- Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Pursuant to O.R.S. § 30.140, Customer, Customer's surety or insurer shall not be obligated to indemnify Company against liability for damage arising out of death or bodily injury to persons or damage to property caused in whole or in part by the negligence of the Company. However, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Customer under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If any word, phrase, or sentence of this paragraph or any other

paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

OREGON INSURANCE – To the fullest extent permitted by Oregon law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. Pursuant to O.R.S. 30.140, Customer, Customer's surety or insurer shall not be obligated to provide coverage to Company against liability for damage arising out of death or bodily injury to persons or damage to property arising out of the fault of the Company, or the fault of the Company's agents, representatives or subcontractors. Notwithstanding the above, the Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09 all must be used and modified but only to the extent required by O.R.S. 30.140; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability

exclusion” for all additional insureds; and p) all Customer’s policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer’s agreements to indemnify and hold Company harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company’s right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker’s compensation/employer’s liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

PENNSYLVANIA INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL PENNSYLVANIA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY PENNSYLVANIA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY’S AND CUSTOMER’S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER’S WORK OR OPERATIONS. IT IS THE PARTIES’ INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY PENNSYLVANIA LAW. – – Customer’s duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys’ fees and costs of settlement. Customer agrees to indemnify Company for Company’s own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. Further, Customer shall be required to indemnify Company for any and all of Company’s own negligence or fault including gross negligence of the Company or Company’s employees, agents or any other person. However, the indemnification above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Customer under workers’ compensation acts, disability benefits acts, or other employee benefits acts, including but not limited to the Pennsylvania Worker’s Compensation Act, 77P.S. § 481. Customer waives any immunity provided pursuant to the Act and any immunities of any similar Act or statute. The Customer’s obligation to indemnify Company shall survive the termination of this agreement. The Customer hereby releases Company and all of its employees, agents, workman, officers or shareholders of and from any claim for damages or injury that may occur or have occurred as a result of such operations, including but not limited to claims caused or alleged to have been caused in whole or in part by the acts or negligence of the Company, its employees, agents, workman, officers or shareholders. It is understood that this release applies whether or not such equipment is operated by Company or any of its employees, agents, workman, officers or shareholders. The Customer’s obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer’s additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys’ fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company’s insurance carriers or

Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

PENNSYLVANIA INSURANCE – To the fullest extent permitted by Pennsylvania law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general

liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

RHODE ISLAND INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL RHODE ISLAND LAWS, AND TO THE FULLEST EXTENT PERMITTED BY RHODE ISLAND LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY RHODE ISLAND LAW. –
– Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall not be required to indemnify Company, or Company's independent contractors, agents, employees, or indemnitees against liability for damages arising out of bodily injury to persons, or damage to property, proximately caused by or resulting from the negligence of Company or Company's independent contractors, agents, employees, or indemnitees. However, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Customer under worker's compensation acts, disability benefit acts, or other employee benefit acts. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning indemnification and procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

RHODE ISLAND INSURANCE – To the fullest extent permitted by Rhode Island law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental

reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) the Customer must use the following ISO endorsements at a minimum (ISO Forms CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 26 04 13,, CG 25 03 03 97, CG 24 04 05 09) which provide various coverages and also provide additional insured status for the Company, and Company's officers, directors, shareholders, members, managers, partners and employees along with all affiliated partnerships, joint ventures, corporations of Company and anyone else who Company is required to name as an additional insured, any and all excess/umbrella policies that must also follow form of the CGL policy; g) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; h) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; i) Customer shall name Company as a Primary Loss Payee on all insurance policies, j) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; k) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; l) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; m) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); n) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and o) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

SOUTH CAROLINA INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL SOUTH CAROLINA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY SOUTH CAROLINA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY SOUTH CAROLINA LAW. – – Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall be required to indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. However, the Customer shall not be required to indemnify Company for damages arising out of bodily injury or property damage proximately caused by or resulting from the sole negligence of Company, its independent contractors, agents, employees, or indemnitees. Nothing contained in this section shall

affect a promise or agreement whereby the Customer shall indemnify or hold harmless the Company or the Company's independent contractors, agents, employees or indemnitees against liability for damages resulting from the negligence, in whole or in part, of the Customer, its agents or employees. The provisions of this section shall not affect any insurance contract or workers' compensation agreement. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the leased equipment, whether or not such accident involves personal injury, death or damage to the leased equipment or other property or all of these.

SOUTH CAROLINA INSURANCE – To the fullest extent permitted by South Carolina law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least

thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

SOUTH DAKOTA INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL SOUTH DAKOTA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY SOUTH DAKOTA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY SOUTH DAKOTA LAW. – – Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall not be required to indemnify or hold harmless Company against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Company or its agents, employees, or indemnitees. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

SOUTH DAKOTA INSURANCE – To the fullest extent permitted by South Dakota law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL")

insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

TENNESSEE INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL TENNESSEE LAWS, AND TO THE FULLEST EXTENT PERMITTED BY TENNESSEE LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO

PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY TENNESSEE LAW. -- Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall be required to indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. However, the Customer shall not be required to indemnify nor hold harmless the Company against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Company, the Company's agents or employees or indemnitees. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

TENNESSEE INSURANCE – To the fullest extent permitted by Tennessee law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any

statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

TEXAS INDEMNIFICATION AND RELEASE PROVISIONS (FOR ALL CONTRACTS EXCEPT FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER OR TO MINE FOR A MINERAL) -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL TEXAS LAWS, AND TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY TEXAS LAW. -- CUSTOMER'S DUTY TO INDEMNIFY HEREUNDER SHALL INCLUDE ALL COSTS OR EXPENSES ARISING OUT OF ALL CLAIMS SPECIFIED HEREIN, INCLUDING ALL COURT AND/OR ARBITRATION COSTS, FILING FEES, ATTORNEYS' FEES AND COSTS OF SETTLEMENT. PURSUANT TO V.A.T.S. INSURANCE CODE §151.102 CUSTOMER SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS, OR DEFEND ANY PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE COMPANY, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE COMPANY, OTHER THAN THE CUSTOMER OR ITS AGENT, EMPLOYEE, OR CUSTOMER OF ANY TIER. HOWEVER, THE INDEMNIFICATION OBLIGATION ABOVE SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CUSTOMER UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE CUSTOMER'S OBLIGATIONS HEREUNDER SHALL FURTHER NOT BE LIMITED BY THE AMOUNT OF ITS LIABILITY INSURANCE AND THE PURCHASE OF SUCH INSURANCE FOR COMPANY SHALL NOT OPERATE TO WAIVE ANY OF THE ABOVE OBLIGATIONS. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY

OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING PARTIAL INDEMNIFICATION AND PROCUREMENT OF INSURANCE.

MUTUAL INDEMNIFICATION (ONLY FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.007) – TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY AND CUSTOMER AGREE TO INDEMNIFY EACH OTHER AND EACH OTHER’S CONTRACTORS AND THEIR EMPLOYEES AGAINST LOSS, LIABILITY OR DAMAGES ARISING IN CONNECTION WITH BODILY INJURY, DEATH, AND DAMAGE TO PROPERTY OF THEIR RESPECTIVE EMPLOYEES, CONTRACTORS OR THEIR EMPLOYEES, AND INVITEES OF EACH PARTY ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE CONTRACT. THIS PROVISION ONLY APPLIES TO CONTRACTS FOR A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.002. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND.

It is further the parties intention that if an action for damages is brought by an injured employee against a third party liable to pay damages for the injury under the Texas Labor Code that results in a judgment against the Company or a settlement by the Company, the employer is liable to the Company for reimbursement or damages based on the judgment or settlement since the employer/ Customer executed, before the injury occurred, this written agreement with the third party to assume the liability of the Company. TEX. LAB. CODE ANN. § 417.004 (West 2015)

TEXAS INSURANCE – To the fullest extent permitted by Texas law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. Pursuant to V.A.T.S. INSURANCE CODE §151.104, additional insured coverage shall be limited in scope, in the same manner as set forth in the INDEMNIFICATION section above, such that it shall not provide coverage which is prohibited for an agreement to indemnify, hold harmless, or defend. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability (“CGL”) insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer’s primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company’s insurance policies and Company’s policies are excess to Customer’s policies; d) inland marine/all-risk and or builder’s risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company’s benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company’s officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10

10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09 all must be used and modified but only to the extent required by V.A.T.S. INSURANCE CODE §151.104; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

UTAH INDEMNIFICATION AND RELEASE PROVISIONS -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL UTAH LAWS AND IN ACCORDANCE WITH U.C.A. 1953 § 13-8-1,, AND TO THE FULLEST EXTENT PERMITTED BY UTAH LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY UTAH LAW. -- Customer's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall not be required to insure, hold harmless, indemnify, or defend Company or others against liability if the damages arise out of (A) bodily injury to a person; (B) damage to property; or (C) economic loss; and the damages are caused by or resulting from the fault of the Company its agents or employees. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of

storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

PARTIAL INSURANCE – To the fullest extent permitted by Utah law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site and pursuant to U.C.A. 1953 § 13-8-1 the Customer shall not be required to insure Company or others against liability if the damages arise out of (A) bodily injury to a person; (B) damage to property; or (C) economic loss; and the damages are caused by or resulting from the fault of the Company, or its agents or employees The Customer shall procure the following coverage's for Company which are not prohibited by U.C.A. 1953 § 13-8-1: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general ("CGL") liability insurance on an occurrence basis, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09 all must be used and modified but only to the extent required by U.C.A. 1953 § 13-8-1; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. The Customer may substitute a commercial general liability insurance policy with an owner's and/or contractor's protective insurance or a project management protective liability insurance policy. Customer's agreements to indemnify and hold Company harmless from any liability,

damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

VERMONT INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL VERMONT LAWS, AND TO THE FULLEST EXTENT PERMITTED BY VERMONT LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY VERMONT LAW. – – Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall be required to indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

VERMONT INSURANCE – To the fullest extent permitted by Vermont law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading,

misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

VIRGINIA INDEMNIFICATION AND RELEASE PROVISIONS -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL VIRGINIA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY VIRGINIA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY VIRGINIA LAW. -- Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall be required to indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in

nature. However, the Customer shall not be required to indemnify or hold harmless Company against liability for damage arising out of bodily injury to persons or damage to property suffered in the course of performance of this contract, caused by or resulting solely from the negligence of the Company or its agents or employees, however, this limitation shall not affect the validity of any insurance contract, workers' compensation, or any agreement issued by an admitted insurer. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

VIRGINIA INSURANCE – To the fullest extent permitted by Virginia law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of

Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

WASHINGTON INDEMNIFICATION AND RELEASE PROVISIONS – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL WASHINGTON LAWS, AND TO THE FULLEST EXTENT PERMITTED BY WASHINGTON LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY WASHINGTON LAW. – Customer's duty to partially indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees, duty to defend and costs of settlement, except that Customer has no duty to indemnify, which includes duty to defend liability, for damages arising out of such services or out of bodily injury to persons or damage to property resulting from the sole negligence of the Company, its agents or employees. In accordance with RCWA 4.24.115 if liability is caused by or resulting from the concurrent negligence of (i) the Company or the Company's agents or employees, and (ii) the Customer or the Customer's agents or employees. Customer shall indemnify Company only to the extent of Customer's negligence. This agreement specifically and expressly provides therefor and waives the Customer's immunity under industrial insurance, Title 51 RCW. This agreement specifically and expressly provides therefore, and the waiver was mutually negotiated by the parties pursuant to RCWA 4.24.115(b). The partial indemnification above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Customer under workers' compensation acts, disability benefits acts, or other employee benefits acts. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Company shall not operate to waive any of the above obligations. Each provision, sentence and phrase is separate and distinct from any other provision, sentence or phrase in all sections of this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If any paragraph, sentence or phrase is declared invalid, then all other paragraphs, sentences or phrases of this contract shall stand.

WASHINGTON INSURANCE – To the fullest extent permitted by Washington law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability (“CGL”) insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer’s primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company’s insurance policies; d) inland marine/all-risk and or builder’s risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company’s benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company’s officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company’s benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company’s policies, and the policies of anyone Company is required to insure shall be excess over all of Customer’s policies; m) all Customer’s policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured’s, including additional insured’s, prior to cancellation or non-renewal; n) all Customer’s policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer’s policies must remove the “employer’s liability exclusion” for all additional insureds; and p) all Customer’s policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

WEST VIRGINIA INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL WEST VIRGINIA LAWS, AND TO THE FULLEST EXTENT PERMITTED BY WEST VIRGINIA LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY WEST VIRGINIA LAW. –
– Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Customer shall be required to indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. However, the Customer shall not be required to indemnify Company against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Company, its agents or employees. The indemnification above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Customer under workers' compensation acts, disability benefits acts, or other employee benefits acts. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

WEST VIRGINIA INSURANCE – To the fullest extent permitted by West Virginia law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies)

Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

WISCONSIN INDEMNIFICATION AND RELEASE PROVISIONS – – IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL WISCONSIN LAWS, AND TO THE FULLEST EXTENT PERMITTED BY WISCONSIN LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY WISCONSIN LAW. – – Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement and all costs and attorney fees associated with enforcing this agreement. Customer shall be required to indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand. Furthermore, as part of Customer's

additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

WISCONSIN INSURANCE – To the fullest extent permitted by Wisconsin law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the

above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.

WYOMING INDEMNIFICATION AND RELEASE PROVISIONS -- IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL WYOMING LAWS, AND TO THE FULLEST EXTENT PERMITTED BY WYOMING LAW, CUSTOMER AGREES TO INDEMNIFY, RELEASE, AND SAVE COMPANY, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING COMPANY'S AND CUSTOMER'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, ARISING IN ANY MANNER OUT OF CUSTOMER'S WORK OR OPERATIONS. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY WYOMING LAW. -- Customer's duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorney's fees and costs of settlement. Customer shall be required to indemnify Company for Company's own negligence or fault, whether the negligence or fault of the Company be direct, indirect or derivative in nature. The indemnification above shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Customer under workers' compensation acts, disability benefits acts, or other employee benefits acts. The Customer's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Company shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

Furthermore, as part of Customer's additional obligations hereunder, Customer shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time and costs of testing of property, or other items) initiated by the Company, Company's insurance carriers or Company's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly Customer's Work or Operations, whether or not such accident involves personal injury, death or damage to property or all of these.

WYOMING INSURANCE -- To the fullest extent permitted by Wyoming law, the Customer agrees to purchase, maintain and carry the following insurance coverages prior to Customer beginning Work or Operations on the job site. The Customer shall procure the following coverages for Company: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least \$5,000,000 and Customer's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Company's insurance policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of any equipment, for its loss or damage from any and all causes, including, but not limited to, overloading,

misuse, fire, theft, flood, explosion, overturn, accident, and acts of God and Customer shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Customer and Customer shall also provide the greater of 6 months or \$500,000.00 rental reimbursement coverage or similar coverages for the Company's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Company; f) for all liability insurance policies (including any excess/umbrella policies) Customer shall name as an additional insured, Company and Company's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Company and anyone whom Company is required by contract to name as an additional insured; g) Customer shall use all of the following ISO endorsements to provide additional insured status and coverage to Company: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Company arising out of any statute, regulation or duty imposed by law; i) Customer shall provide punitive damage coverage for Company's benefit on all liability policies, unless prohibited by state law; j) Customer shall name Company as a Primary Loss Payee on all insurance policies, k) Customer shall provide all insurance certificates to Company when requested by Company and prior to start of work by Company; l) all of Company's policies, and the policies of anyone Company is required to insure shall be excess over all of Customer's policies; m) all Customer's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; n) all Customer's policies must remove any exclusion for explosion, collapse and underground operations (XCU); o) all Customer's policies must remove the "employer's liability exclusion" for all additional insureds; and p) all Customer's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Customer's agreements to indemnify and hold Company harmless from any liability, damage, and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Customer may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Company's right to maintain any breach of contract action against the Customer. Customer hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Customer understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement.