Master Service Provider Agreement

By and Between

IPT, LLC

and

_____

Service Provider Federal Tax ID

_____

Please initial each page in the bottom right corner.

INDEX

ARTICLES

1. DEFINITIONS
2. SERVICES
3. REQUEST FOR SERVICE
4. COMPENSATION
5. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR
6. COVENANTS OF THE CONTRACTOR
7. WARRANTY
8. TERM AND TERMINATION
9. ASSUMPTION OF SERVICES
10. GENERAL PROVISIONS
11. SIGNATURE PAGE

EXHIBITS

Unless indicated by “N/A” adjacent to each Exhibit listed below, the following Exhibits are each incorporated into this Agreement.

EXHIBIT A General Terms and Conditions
EXHIBIT B IPT Service Provider Handbook
EXHIBIT C Service - Workscope
EXHIBIT D Compensation
EXHIBIT E Invoicing Procedures
EXHIBIT F Federal Contract Supplement
EXHIBIT G Health and Safety Requirements
EXHIBIT H Drug and Alcohol Policy
EXHIBIT I Market and Trade Attachment
EXHIBIT J Client Specific Attachments (if applicable)

MASTER SERVICE PROVIDER AGREEMENT

This Master Service Provider Agreement ("Agreement") is made and effective as of the "Effective Date" on the Signature Page by and between **IPT, LLC**, a Delaware limited liability company, having offices at 10 Columbus Boulevard, Hartford, Connecticut 06106 ("IPT") and

CONTRACTOR,_____ having offices at

CONTRACTOR ADDRESS_____

_____

("Contractor"), and is made in consideration of the terms and conditions contained in this Agreement. IPT and Contractor agree as follows:

ARTICLE 1: DEFINITIONS

For the purposes of this Agreement and any Request For Service, the following terms shall have the meanings stated below:

"Affiliate" shall mean any Person directly or indirectly controlling or controlled by or under direct or indirect common control with another Person. For the purposes of this definition, "control" when used with respect to a Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. The terms "controlled" and "controlling" have meanings correlative to the foregoing.

"Authorized Sites" shall have the meaning set forth in Section 2.1 and on the applicable Exhibit I.

"Contractor" means the legal entity identified as the Contractor in the preamble of this Agreement.

"Correct Invoice" means that the invoice meets all the guidelines and includes all appropriate information required by Exhibit E.

"Cost(s)" means that which is actually paid for the goods or services net any and all rebates and discounts whatsoever, and exclusive of any other adjustments.

"Environmental Law" shall mean any federal, state or local statute, law, rule, regulation, ordinance, code or rule of common law now or hereafter in effect and any current judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment relating to the environment, Hazardous Substances or exposure to Hazardous Substances, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980,42 U.S.C. §§ 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1201, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., and the Safe Water Drinking Act, 42 U.S.C. §§ 3808, et seq.; except for those provisions of the foregoing relating to the imposition of taxes.

"Exhibits" means the exhibits listed in this Agreement and incorporated into this Agreement.

"IPT" means IPT, LLC, a Delaware limited liability company.

"IPT Service Provider Handbook" means the IPT Service Provider Handbook attached to this Agreement as Exhibit B.

"Prudent Operating Practices" means those operating practices, policies, and procedures that shall ensure that Contractor has the expertise, experience, capability and specialized knowledge to perform the Service[s] in a good and workmanlike manner, using Contractor's best ability and expertise, and consistent with the highest accepted standards for the industry and all requirements of the applicable Governmental Requirements.

"Service[s]" means the services described in each applicable Request For Service Form or, including, without limitation, all Maintenance Services.

_____

"Subcontractors" means subcontractors, vendors, suppliers or material men providing materials or services to Contractor for the purpose of completing Service[s] under this Agreement.

Request For Service Request For Service" means the document or other authorizations issued by IPT incorporating the terms of this Agreement and specifying the Service[s] to be performed using the form set out in the Service Provider Handbook, attached Exhibit B, or any other form IPT may provide whether labeled as a Request For Service or by other labels including, but not limited to, "release," "work release," "letter of special agreement," "work order agreement," "work authorization", "letter of authorization", "purchase order", or "tracking number" provided that such form is executed and accepted as provided in this Agreement.

"Work Site" means the site indicated in the Request For Service and other sites that IPT may make available to Contractor to perform Service[s] and related activities.

ARTICLE 2: SERVICES

2.1 Maintenance Services.

(a) During the Term of this Agreement, Contractor shall perform Maintenance & Repair Service[s] for the property referenced in Exhibit I ("Authorized Sites").

(b) With regard to any piece of property or equipment, "Maintenance & Repair Service[s]" shall mean all services (and including related parts and materials) necessary to maintain such property and equipment in good, safe and proper operating conditions at all times in accordance with its manufacturer's specifications over the equipment's reasonable life expectancy, and strictly in accordance with Prudent Operating Practices. Maintenance Services shall include, but shall not be limited to, the repair, maintenance and replacement of the property and equipment.

(c) IPT reserves the right to add or delete Authorized Sites from Exhibit I as it, from time to time, determines in its sole discretion by giving notice to the Contractor within 30 days or IPT receiving notice of any additions or deletions. Any changes shall become effective as of the first (1st) day of the next ensuing calendar month the ("Site Effective Date"). The Contractor shall cease to provide Maintenance Services to any Authorized Site so deleted as of the Site Effective Date and shall commence to provide Maintenance Services to the Authorized Sites as of the Site Effective Dates that have been added, subject to the provisions hereinafter specified. Contractor, after receipt of notice from IPT adding additional written Authorized Sites, shall have ten (10) days within which to lodge objections to any such change by written notice to IPT pursuant to Agreement Article 10. In such event, the parties shall meet to try to establish, with due diligence and in good faith, a mutually acceptable solution.

(d) IPT reserves the right, and Contractor hereby acknowledges and agrees, that IPT may from time to time request Contractor to perform Service[s] for one or more of IPT's Affiliates. If so requested by IPT and/or its Affiliates, Contractor agrees that it shall use all reasonable efforts to enter into a separate agreement for such Service [s] with such Affiliate(s) on terms and conditions substantially identical to those contained in this Agreement.

(e) Reference Exhibit C – Service[s] Workscope

ARTICLE 3: REQUEST FOR SERVICE

3.1 Nature of and Incorporation of Terms. Each accepted Request For Service shall constitute a legal contract between IPT and Contractor separate and distinct from either any other Request For Service or this Agreement. Each Request For Service shall, nonetheless, be deemed to incorporate the provisions of this Agreement. Any provision of a Request For Service that modifies or deletes any provision(s) of this Agreement shall be null and void, and the provisions of this Agreement shall be deemed to be unaffected and in full force and effect with respect to the Request For Service. Should any provision of a Request For Service be in conflict with any provision(s) of this Agreement, the provision(s) of this Agreement shall take precedence and govern. Notwithstanding the foregoing, IPT's written Request For Service may take precedence and govern over one or more provision(s) of Section 2 of this Agreement and Exhibits A, D, E, G, and I for purposes only of that specific Request For Service as follows:

(a) modify the Service[s] as described in Section 2 of this Agreement;
(b) modify or replace Exhibits E, G and I.

_____

3.2 Terms of Request For Service. Upon receipt of a Request for Service[s] from a Site, IPT shall issue Contractor a tracking number ("Tracking Number") for such Request for Service[s]. **Immediately upon receipt of the applicable Tracking Number, Contractor shall pre-call such Site to attempt a phone-based fix**. If the issue or problem identified in the applicable Request for Service[s] cannot be accomplished by phone contact alone, then Contractor shall inform such Site of an estimated time of arrival and determine necessary materials for resolution of such Request for Service[s]. Contractor shall be issued an authorization number ("Authorization Number") by the Site manager upon arrival at such Site. Contractor shall "check in" with IPT through IPT's automated system using the Authorization Number to perform the Service[s], "Check out" with IPT using the same automated system entering all repair codes, and subsequently complete the Request for Service[s]. Notwithstanding the foregoing, Contractor's failure to complete the Request for Service[s] with IPT shall result in a suspension of any payments on any invoice for such uncompleted Request for Service[s] until such Request for Service[s] has been completed to Site's and IPT's satisfaction. Failure to comply with IPT processes shall constitute a material breach of this Agreement and subsequently will result in loss of services to IPT Contractor. Contractor will be notified by Certified Mail, of such breach, and will have 30 days to rectify said breach. The term of any Request For Service shall begin on the date the Request For Service is accepted and shall continue through the termination date of the Agreement (subject to Section 8.2 above), the termination date, if any, provided in the Maintenance & Repair Request For Service, completion of all Service[s] under the Request For Service, or termination under Section 3.6 of this Agreement, whichever occurs first.

Preventive Maintenance Schedules, containing the tracking number ("Tracking Number") and the authorization number ("Authorization Number"), for the coming year will be provided to Contractor for all PM's to be performed on said assets for IPT and IPT's Clients. Contractor will follow above process for "check-in" and "check-out". Contractor shall comply with above processes, failure to comply with IPT processes shall constitute a material breach of this Agreement and subsequently will result in loss of services to Contractor.

3.3 Contractor's Documents. "Pricing Information" means any price lists, rate schedules, work tickets, invoices, receipts or other documents related to Maintenance & Repair Service[s], prepared by Contractor and/or submitted to IPT. Nothing in any Pricing Information, now or in the future, shall supersede, add to or amend in any way this Agreement or any Request For Service regardless of any provision to the contrary in the Pricing Information, except that:

(a) any Pricing Information included in this Agreement as part of Exhibit D shall be used for the sole purpose of establishing rates to be charged for Maintenance & Repair Service[s], and

(b) any Pricing Information made a part of a Request For Service shall be used for the sole purpose of establishing pricing for Maintenance & Repair Service[s] under the Request For Service as permitted by Section 4.2 of this Agreement.

3.4 Suspension of Request For Service. IPT may suspend at any time and for any reason Maintenance & Repair Service[s] under a Request For Service in whole or in part by notice to Contractor, and Contractor shall promptly comply. IPT may, at any time, authorize Contractor to resume any part of the suspended Maintenance & Repair Service[s] by notice to Contractor, and Contractor shall then promptly resume the specified Maintenance & Repair Service[s]. Notices given under this Section 3.4 may be oral for any suspension that is reasonably expected to continue for three (3) working days or less.

3.5 Compensation for and during Suspension. In the event Maintenance & Repair Service[s] are suspended, IPT shall pay Contractor, according to Exhibit D and subject to the other provisions of this Agreement that may reduce or suspend payment, for Maintenance & Repair Service[s] performed and obligations incurred prior to the effective date of suspension. During the suspension of Maintenance & Repair Service[s], IPT shall not pay any compensation to Contractor with respect to the Maintenance & Repair Service[s] suspended except as determined by IPT at IPT's sole discretion. IPT's sole liability to Contractor for suspension shall be determined in accordance with Section 3.5, and IPT shall not be liable for any other costs, claims, damages or liabilities whatsoever of Contractor or its Subcontractors, including, without limitation, loss of anticipated profit or reimbursement for Maintenance & Repair Service[s] suspended. Contractor's contracts with Subcontractors shall contain provisions similar to this Section 3.5 so that IPT will not be liable to Subcontractors for suspended Service[s].

3.6 Termination of Request For Service. Without effect on this Agreement for purposes of any other Request For Service, IPT may, at any time and for any reason, terminate the Service[s] in whole or in part under a Request For Service by notice to Contractor, and Contractor shall promptly comply.

_____

3.7 Compensation for Termination. In the event Service[s] are terminated under a Request For Service in accordance with Section 8.2 of this Agreement, IPT shall pay Contractor, subject to the other provisions of this Agreement that may reduce or suspend payment, (a) according to Exhibit D, (b) for lump sum Service[s], the percentage of any lump sum price due which represents the percentage of the Service[s] completed by Contractor, and (c) for direct Costs that Contractor incurs in terminating Service[s] under the Request For Service, provided those Costs (1) were authorized in advance by IPT, and (2) are properly supported by timesheets, invoices and the like. Subject to the provisions of this Agreement, IPT's sole liability to Contractor for termination is contained in this Agreement and IPT shall not be liable for any costs, claims, damages or liabilities whatsoever of Contractor or its Subcontractors, including, without limitation, consequential, special or indirect damages, loss of anticipated profit or reimbursement for Service[s] unperformed.

ARTICLE 4: COMPENSATION

4.1 Compensation. The Service[s] are generally priced either by a Time & Material fee basis for specific locations listed in Exhibit I, or on a Lump Sum basis using the Request For Service process described in this Agreement. Subject to the provisions of this Agreement, Contractor shall charge and IPT shall pay Contractor either the lump sum or the rates or fees as specified in Exhibit D (as may be modified under Section 4.2 of this Agreement), whichever is applicable, for Service[s] that Contractor performs under this Agreement or each Request For Service. No payment by IPT shall limit IPT's right to later dispute any of the charges invoiced, and payment shall not be construed as IPT's acceptance of any Service[s].

4.2 Invoice Procedures. Contractor shall invoice IPT for Service[s] using the invoicing procedures in Exhibit E. IPT shall not be obligated to make any payments of invoices if Contractor does not comply with invoicing and check in/out procedures. Invoices must be received within 60 days of the work being completed. IPT reserves the right to not pay invoices submitted 180 days after the date services are completed.

ARTICLE 5:
REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor hereby represents and warrants to IPT as follows:

5.1 Tools, Equipment and Personnel. Contractor has or shall obtain the necessary tools, equipment and personnel to provide the Service[s] shall maintain and use all tools and equipment in accordance with manufacturer's specifications and recommendations and good engineering and operational practices.

5.2 Requirements and Contingencies. Contractor fully comprehends the requirements and contingencies for providing Maintenance & Repair Service[s].

5.3 Reliance. Contractor has not relied on any information or oral or written representations that IPT or any of its representatives may have made regarding any of the Authorized Sites in entering into the Agreement and in determining the extent of Maintenance & Repair Service[s] that are needed to maintain the property and equipment in full operating order in accordance with the specification for such property and equipment at each Site.

5.4 Property and Equipment Condition. The property and equipment at each Authorized Site for which Maintenance & Repair Service[s] are to be provided is accepted by Contractor on an "AS IS, WHERE IS" condition.

5.5 Property and Equipment Warranties. Contractor has determined the balance, if any, of the warranty term and the provisions of the warranty applicable to the property and equipment at each Authorized Site for which Maintenance Services are to be provided. Where items of equipment are subject to a warranty on the part of vendor or manufacturer and such warranty contains a condition that repair may be made only by authorized parties other than Contractor, Contractor shall arrange for such repairs by such authorized parties. If Contractor is authorized to make repair, Contractor shall do so, complying with all requirements necessary to keep the warranty in effect.

5.6 Skill and Competence. Contractor has the technical, professional, and financial resources and ability to perform the Service[s] in strict accordance with all Prudent Operating Practices, is skilled in the Maintenance Services to be provided under this Agreement, and that Contractor is familiar with the Authorized Sites under this Agreement, having provided similar services to those Authorized Sites or similar sites before entering into this Agreement.

5.7 Workmanship Warranties. Without limiting the rights that IPT may otherwise have at law or equity, Contractor guarantees and warrants that all Service[s] performed shall be free from defect or deficiency for 90 days.

_____

ARTICLE 6: COVENANTS OF CONTRACTOR

6.1 Performance. Contractor shall perform all Service[s] in good faith, promptly, with due diligence and in strict accordance with Prudent Operating Practices.

6.2 Inspection.

(a) Contractor may be requested to perform equipment inspections as directed by IPT. The equipment inspection form should be handled per the instructions listed on the instruction package.

(b) Contractor, in addition to the inspections described above, shall inspect in a summary manner all property and equipment for which Maintenance & Repair Service[s] are to be provided each time Contractor visits an Authorized Site. Any conditions requiring attention shall be addressed to ensure Maintenance Services are fully provided.

6.3 Reporting Requirements. Contractor shall at all times comply with the requirements of the IPT Service Provider Handbook attached hereto as Exhibit B.

6.4 Compliance with Applicable Laws. Contractor has or shall obtain, at its expense, before performing any Service[s] all the necessary certificates, permits, licenses and authorizations to conduct business and perform the Service[s], and Contractor shall perform all Service[s] in accordance with all applicable Governmental Requirement. Contractor shall observe all applicable Governmental Requirements while conducting Service[s] work including but not limited to Requirements for Personal Protective Equipment, 29 C. F. R. Section 1910.132 et seq., as amended from time to time.

6.5 Emergencies. In the event that Contractor discovers or is made aware of a condition on the Site which constitutes a clear and present danger to health or safety of a person or safe operations at the Site (an "Emergency") then Contractor shall take immediately, without any further authorization, whatever measures are reasonable and prudent in the circumstances to minimize the danger. Contractor shall advise IPT as soon as possible of the Emergency and follow whatever directions IPT or its authorized representatives may specify. Any charges incurred by the Contractor in responding to the Emergency shall be dealt with if it were a Maintenance & Repair Service.

6.6 Major Components. Contractor shall identify any pieces of major property or equipment which, in the opinion of Contractor, require complete replacement or are otherwise not in compliance with applicable Governmental Requirements and immediately advise IPT verbally and if required submit a quote for repairs / replacement via our web quote process within 2 days (48 hours) of discovery. IPT may elect, at its own expense, to use a third Party consultant or arbitrator to determine if replacement is necessary. IPT will make the final decision to replace major property or equipment.

6.7 Parts and Material. All general construction material (lumber, fasteners, steel shapes, wire, conduit, etc.) shall be new materials. All replacement parts and equipment shall be original manufacturer's replacement parts or IPT approved equal. Contractor shall maintain at Contractor's expense an adequate stock of functional service parts and reconditioned or new replacement units for the property and equipment serviced by contractor. If requested by IPT, Contractor agrees to use or not use material suppliers or subcontractors designated by IPT**.** Contractor, in providing Service[s], except in fulfilling the requirements of any warranty work, shall use parts and equipment that meet or exceed IPT specifications or UL Standards. At Contractor's request, IPT shall consider the use of alternate products to effectively achieve the purposes of this Agreement including rebuilt replacement parts and generic products that meet IPT specifications. Should IPT enter into a National Agreement for any parts or equipment, Contractor agrees to use those parts and equipment at an agreed upon rate.

6.8 Recommended Procedures. Contractor shall follow manufacturer's recommended maintenance and repair procedures for work performed under this Agreement.

6.9 Minimal Disruption. Contractor, in performing Non-Emergency Service[s], shall be mindful of the fact that a commercial business operation is being carried on at each Site. Accordingly, the Contractor shall take all reasonable steps to minimize the disruption that the performance of Non-Emergency Service[s] may occasion to the normal business operations of each Site. This shall include, but not be limited to, the Contractor cooperating with the operator of the Site to ensure its schedule for Non-Emergency Service[s] is coordinated with other service and maintenance activities and business operations that may be ongoing at the Site. Contractor shall make best efforts to contact the operator of the Site at least one business day prior to arrival to indicate the presence of the Contractor at the Site and to facilitate the coordination contemplated by the provisions of this clause 6.9.

_____

6.10 Compliance with Agreement and Applicable Request For Service. Contractor represents and warrants that it shall not perform any aspect of the Service[s] that it knows or has reason to believe cannot be performed in conformity with the provisions of this Agreement and applicable Request For Service. If Contractor determines that it cannot perform Service[s] in conformity with these provisions, Contractor shall immediately advise IPT and work with IPT to develop a mutually satisfactory resolution for the inability to perform. Contractor further represents and warrants that it shall ascertain whether any drawings and specifications applicable to the Service[s] are at variance with any applicable Governmental Requirement and good engineering and operational practices before beginning any Service[s]. If Contractor discovers any variance, it shall promptly notify IPT in writing and ensure the necessary changes are made before proceeding with the part of the Service[s] affected.

6.11 Health and Safety

(a) Contractor shall be responsible for providing a healthy and safe work place and working environment for its employees and subcontractors during performance of Service[s]. Contractor shall protect the health and safety of Contractor's, subcontractors', client's and IPT's employees, the public, and other third parties from any danger associated with the Service[s]. All tools, equipment, facilities and other items used by the Contractor and its practices employed to accomplish the Service[s] are considered part of the working environment. As minimum health and safety requirements, Contractor acknowledges and agrees that it is responsible for and shall ensure that all Service[s] are performed in compliance with any and all:

(i) applicable Governmental Requirements;

(ii) health and safety requirements of IPT set out in Exhibit G; and

(iii) policy set out in Exhibit H.

In addition, Contractor agrees that it is responsible and shall ensure that all Service[s] are performed in compliance with any changes to Exhibit G made by IPT in accordance with this Section 6.11. Contractor agrees to adopt whatever methods, procedures and precautions are necessary to comply with the provisions in this Section 6.11.

(b) In addition to IPT's right to modify the provisions of Exhibit G in the written Request For Service of this Agreement, IPT may modify or replace at any time the provisions of Exhibit G regarding any health or safety rule(s), regulation(s) or policy(s) applicable to Service[s] under this Agreement by notifying Contractor in writing without complying with any provision on giving notice in this Agreement.

(c) Contractor acknowledges that compliance with the provisions of this Section 6.11 are of the highest importance. Any breach of this Section 6.11 or the provisions of Exhibits G or H as may be modified shall constitute a substantial and material breach of the Agreement and the Request For Service incorporating this Agreement entitling IPT to exercise the rights and remedies specified in this Agreement and any other rights and remedies under applicable Governmental Requirement or equity.

6.12 Insurance

(a) Contractor shall carry and maintain in force at least the following insurance coverages with insurers having an A M Best rating of "A" or better:

Workers Compensation and Employers Liability Insurance
Contractor shall comply with Workers Compensation laws where the any Service[s] are performed, and to maintain a Workers Compensation and Employers Liability policy. This policy shall be endorsed to provide: all states coverage, voluntary compensation coverage and occupational disease. If the Work is to be performed on or near navigable waters, the policy shall include coverage for United States Longshoreman's and Harbor Worker's Act, Death on the High Seas, Jones Act, and all shall contain endorsement for borrowed servants. If the work is performed in non-U.S. location, equivalent coverage will be provided.

Workers Compensation	Statutory
Employers Liability	$1,000,000 Each Accident (Minimum)

General Liability Insurance

_____

General Liability insurance, endorsed to provide coverage for: explosion, collapse and underground damage to property of others; Contractual Liability (particularly the applicable general indemnity provisions of this contract); Contractor's Protective Liability (if subcontracting is authorized) and Products and Completed Operations (for a minimum of two years after acceptance of the Work). Watercraft exclusions deleted (if Work necessitates the use of watercraft of any kind.)

Bodily Injury and Property Damage	$1,000,000 Combined Single Limit Each Occurrence (Minimum)

Automobile Liability Insurance

Automobile Liability insurance which shall include coverage for all owned, non-owned and hired vehicles.

Bodily Injury	$1,000,000 Each Person (Minimum) $1,000,000 Each Occurrence (Minimum)
Property Damage	$1,000,000 Each Occurrence (Minimum)

OR

Bodily Injury and Property Damage	$1,000,000 Combined Single Limit Each Occurrence (Minimum)

Excess Umbrella Liability Insurance

Bodily Injury and Property Damage	$1,000,000 Combined Single Limit Each Occurrence (Minimum)

(b) Contractor shall submit to IPT at the time Contractor executes this Agreement, a Certificate of Insurance, in form satisfactory to IPT, evidencing that satisfactory coverage of the type and limits set forth above are in effect. Policies providing such coverages shall contain provisions that no cancellation or material changes in the policies shall become effective except on thirty (30) days advance written notice thereof to IPT. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of Contractor, or the failure of any insurance company to pay claims accruing, or the inadequacy of the limits of the insurance, shall not affect, negate or waive any of the provisions of the Agreement, including, without exception, the indemnity obligations of Contractor.

(c) Contractor agrees to require any policies of insurance (except Workers' Compensation and Professional Liability coverage(s) which are in any way related to the Service[s] and that are secured and maintained by Contractor or any Subcontractors, to include IPT, its Affiliates, and their directors, officers, employees and agents, as Additional Insured. Furthermore, (i) Contractor hereby waives and releases all claims and rights of recovery against IPT or its Affiliates or their directors, officers, employees and agents by reason of any peril insured or to be insured against under the policies of insurance required to be maintained by Contractor pursuant to this Agreement, including any rights of recovery Contractor may have or acquire because of deductible clauses in or inadequacy of limits of, any policies of insurance maintained by Contractor, and (ii) Contractor agrees to require all such policies of insurance which are in any way related to the Service[s] and that are secured and maintained by Contractor or its Subcontractors, to include clauses providing that each underwriter shall waive its rights of recovery, under subrogation or otherwise, against IPT, its Affiliates, and their directors, officers, employees and agents.

(d) Contractor agrees that the minimum insurance requirements as set forth above shall not limit or waive Contractor's legal or contractual responsibilities to IPT or to others.

(e) As an alternative and at IPT's option and expense, IPT may elect to arrange for Contractor all or any part of the insurance required in this Section 6.12. If IPT elects this alternative, it shall so state in a notice to Contractor, and Contractor's compensation shall be reduced by an amount equal to Contractor's Cost of the insurance.

(f) As an alternative and at IPT's option and expense, IPT may elect to arrange for Contractor the insurance that Contractor carries for, or to assume the responsibility for all or any part of, the property specified in Section 9.1 of the General Terms and Conditions. If IPT elects this alternative, it shall so state in a notice to Contractor, and Contractor's compensation shall be reduced by an appropriate amount.

_____

(g) If Contractor subcontracts any part of the Service[s], Contractor shall require its Subcontractors to maintain insurance at the same level of coverage as required of Contractor by this Agreement. Contractor shall have its Subcontractors furnish the same evidence of insurance required by Contractor.

(h) Contractor and its Subcontractors shall not begin Service[s] until all of the insurance required of Contractor and its Subcontractors is in force and the necessary documents have been received by IPT.

ARTICLE 7: WARRANTY

Without limiting the rights that IPT may otherwise have at law or equity, Contractor guarantees and warrants that all Service[s] performed and any materials and equipment provided in connection with the Service[s] shall be free from defect or deficiency for 90 days labor, 90 days parts or manufacturer's warranty, which ever is greater from the date of completion or acceptance of the Service[s], whichever occurs last. If IPT discovers any defect or deficiency during this warranty period, and IPT has notified Contractor of the defect or deficiency within a reasonable period of time after the end of this warranty period, Contractor, at its sole expense, shall at IPT's option promptly repair or replace the defect or deficiency (including all other labor, materials and other Service[s] necessarily incidental to effecting this correction of the defect or deficiency). Any Service[s] provided under this Article 7 to correct any defect or deficiency shall be warranted on the same basis as provided in this Article 7 for the balance of the 90 days labor, 90 days parts or manufacturer's warranty period.

Contractor shall use its best efforts to ensure that all manufacturers warranties are assigned to the IPT Client. If any warranty cannot be assigned to the IPT Client, Contractor shall use its best efforts to make that warranty available for IPT's Client benefit. Contractor shall deliver a copy of each written warranty provided by Subcontractors and manufacturers to IPT. The warranties under this Article 7 shall be in addition to any others provided under this Agreement, the applicable Request For Service or otherwise under the Governmental Requirement.

ARTICLE 8: TERM AND TERMINATION

8.1 Term

The Term of this Agreement begins on the "Effective Date" on the signature page and shall continue through the date that is **TWO YEARS** from the Effective Date. This Agreement shall automatically continue unless either party serves notice to the other terminating this agreement.

8.2 Termination

IPT or Contractor may terminate this Agreement at any time and for any reason by giving a notice of termination thirty (30) days in advance to the other party. Neither party shall be liable to the other as a result of termination of this Agreement for any costs, claims, losses, damages or liabilities including, without limitation, loss of anticipated profits. IPT shall not be liable to Contractor for reimbursement for Service[s] unperformed as a result of the termination. If the Agreement is terminated, Service[s] under all Request For Service[s] issued to Contractor shall be completed by Contractor in accordance with the terms of the respective Request For Service and this Agreement, which shall be deemed to remain in effect for purposes only of completing each Request For Service. IPT may, however, at its sole discretion, terminate the Service[s] under any or all of its Request For Service[s] issued and outstanding as provided in Section 3.6 of this Agreement. The liability of IPT for termination of any Request For Service shall be in accordance with Section 3.7 of this Agreement.

8.3 Immediate Termination

In the event that the Contractor or an owner or principal of the Contractor is either charged with or convicted of violating any state or federal criminal law with respect to safety or involving moral turpitude, any law relating to antitrust, or is deemed by IPT to be in violation of the ethics policies of IPT, LLC, then IPT, in its sole discretion, shall have the right to immediately terminate this Agreement upon notice to the Contractor. In such event, IPT shall be liable only for Maintenance Services Fees prorated to the date of such termination and Maintenance & Repair Service[s] provided to that date and/or no other costs, claims, or expenses whatsoever.

ARTICLE 9: ASSUMPTION OF SERVICES

Contractor agrees that if, in the opinion of IPT, Contractor fails at any time during the performance of Service[s] under a Request For Service to provide the labor, supervision, tools, equipment or materials necessary for the prompt performance of Service[s], or should Contractor breach the Request For Service in whole or in part or fail to use due

_____

diligence in the performance thereof, IPT may, at its election and without prejudice to any other remedies available to it, take over and perform or obtain another contractor to take over and perform all or any part of Service[s] then remaining unperformed. Should IPT take over completion of Service[s], or obtain another contractor to do so, IPT's sole obligation shall be to pay Contractor, upon completion of Service[s] and subject to the other provisions of this Agreement that reduce or suspend payment,

(a) an amount determined according to Exhibit D for Service[s], other than lump sum Service[s], performed and obligations incurred prior to the effective date of IPT's assumption of Service[s]; and

(b) for lump sum Service[s], the lesser of either (1) the percentage of any moneys due which represents the percentage of Service[s] completed by Contractor under the Request For Service, or (2) the lump sum price for the Request For Service less all costs and expenses incurred by IPT in completing Service[s].

Notwithstanding the foregoing, if IPT should exercise this right, IPT or its designee shall have the right but not the obligation to use all or any part of Contractor's tools and equipment then in use on the job but shall pay Contractor a reasonable rental for the use of the tools and equipment during the period of use by IPT or its designee and shall return same to Contractor upon completion of the job in as good condition as when taken over by IPT, ordinary wear and tear excepted. Subject to the provisions of this Agreement, IPT's sole liability to Contractor for assumption of Service[s] is contained in this Article 9, and IPT shall not be liable for any costs, claims, damages or liabilities whatsoever of Contractor or its Subcontractors, including, without limitation, consequential, special or indirect damages, loss of anticipated profit or reimbursement for Service[s] unperformed.

ARTICLE 10: GENERAL PROVISIONS

10.1 Applicable Law. The Governmental Requirements of the State of Connecticut shall govern the validity, interpretation and construction of this Agreement and any Request For Service incorporating this Agreement without reference to that state's principles of conflicts of law.

10.2 Federal Contract Clauses. IPT is a U.S. Government contractor. This Agreement therefore incorporates by this reference, and each party shall comply with, all applicable federal laws, regulations and orders, including without limitation those relating to equal opportunity, utilization of small business concerns and small disadvantaged business concerns, employment of the handicapped, employment of disabled veterans and veterans of the Vietnam era, and the environment. Contractor certifies that no facility which has been the subject of a conviction under the applicable portion of the Clean Air Act (42 U.S.C. 7413(c)(1)) or Clean Water Act (33 U.S.C. 1319(c)) and is listed by the Environmental Protection Agency as a violating facility will be used in the performance of any Request For Service[s] incorporating this Agreement. Those Federal Contract Clauses which are required to be expressly incorporated into this Agreement are contained in the attached Federal Contract Supplement (Exhibit F), and the parties agree to the terms and conditions contained in that Supplement.

10.3 Agreement Notices. All notices or other communications required or permitted under this Agreement or by law shall, unless otherwise provided herein, be in writing, shall be personally delivered, sent by facsimile, sent by email, or sent by registered, certified mail, or recognized overnight courier. Notices by fax shall be followed by written notice by hand delivery, recognized overnight courier, or certified or registered mail. Fax or email notices shall be effective upon receipt; provided, however, that fax notices received after 5:00 p.m. (local time at the recipient's address) shall be effective on the next business day. All other notices shall be effective upon receipt; provided, however, that notices received after 5:00 p.m. (local time at the recipient's address) shall be effective on the next business day.

If to Contractor: **Contractor Name and Address** _____ _____ _____ _____	If to IPT, LLC: IPT 10 Columbus Boulevard 4th Floor Hartford, CT 06106

10.4 Request For Service Notices. Except as provided in Sections 3.6 and 6.10 of this Agreement, notices required or permitted to be given under any Request For Service shall be given in the manner specified in Section 10.3 above, but addressed to IPT or Contractor as specified in the Request For Service. If the Request For Service

_____

does not specify the address for one or both of the parties, the address provided in Section 10.3 above shall be used by the other party.

10.5 Vandalism, Misuse And Catastrophic Occurrences. Maintenance & Repair Service[s] shall not include any of the following: repair, replacement, or maintenance attributable to verifiable abuse, or misuse, or vandalism by owner/operator, their employees, or general public, or catastrophic equipment failure. Maintenance & Repair Service[s] does include capital items which have failed due to Contractor's failure to perform its obligations under this Agreement.

10.6 Address Changes. Any address for notices under Sections 10.3 or 10.4 above may be changed by written notice to the other party as provided in this Article 10.

10.7 Survival. The provisions of Sections 3.6, 3.7, 10.7 and 10.8 and Articles 4, 5, 7 and 8 of this Agreement and Articles 3, 4, 5, 7, 9, 10, 11, 12, 18, 21 and 23 of the General Terms and Conditions shall survive any expiration or termination of this Agreement or any Request For Service.

10.8 Agreement and Request For Service Assignments. Contractor shall not assign this Agreement in whole or in part without the prior written approval of IPT which may be withheld for any reason. Contractor shall not assign any Request For Service incorporating this Agreement in whole or in part (including any sum accruing to Contractor) without the prior written approval of IPT, which may be withheld for any reason. Any assignment of this Agreement or any Request For Service, if approved by IPT, respectively, shall not relieve Contractor of its responsibilities under this Agreement or that Request For Service. IPT shall have the right to assign all or any portion of its obligations to an Affiliate, successor in interest, or to any entity resulting from the sale, merger of or consolidation with or to IPT without obtaining the consent of Contractor.

10.9 Amendments. Except for IPT's ability to modify or replace the provisions of Exhibits A, C, D, E, G, and I for individual Request For Service[s] under Sections 3.2 and 6.10 of this Agreement, any alteration, deletion or addition to any of the terms of this Agreement shall only be effective if made in a written amendment to this Agreement, duly executed by IPT and Contractor. Once an Agreement amendment is made, it shall be deemed incorporated as of its effective date for all ongoing and future Service[s], unless expressly stated to the contrary in the amendment. Request For Service[s] shall not be amended or modified by IPT or Contractor except as provided in Section 10.9 and Articles 3 and 6 of this Agreement.

10.10 General Terms and Conditions. There are no changes to the General Terms and Conditions in this Agreement that are attached hereto as Exhibit A and are incorporated herein by this reference.

10.11 Precedence. In the event of a conflict between any provisions of this Agreement, the terms in this Master Service Provider Agreement shall take precedence and govern over the General Terms and Conditions and the Exhibits, and the General Terms and Conditions shall take precedence and govern over the Exhibits. Notwithstanding the foregoing, in the event of a conflict between any provisions of this Agreement and any provisions of the IPT Service Provider Handbook, the provisions of the IPT Service Provider Handbook shall take precedence and govern.

10.12 Entire Agreement. This Agreement constitutes the entire agreement between Contractor and IPT, and it supersedes all prior negotiations, representations, or agreements, either oral or written, related to this Agreement. Each Request For Service incorporating this Agreement constitutes the entire contract between Contractor and IPT for the Service[s] under the Request For Service, and it supersedes all prior negotiations, representations, or other agreements, either oral or written, related to that Request For Service.

10.13 Condition Precedent. If Contractor is the first party to execute this Agreement below, IPT's acceptance of this Agreement is conditioned on IPT's review and execution of this Agreement.

_____

ARTICLE 11: SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

CONTRACTOR

Signed By: _____

Name (Print): _____

Title: _____

Date Signed: _____

IPT, LLC

By: _____

Name / Date: _____

Title: _____

Effective Date: _____

_____

Exhibit A

General Terms and Conditions

The following terms and conditions (Articles 1 through 23) constitute the General Terms and Conditions:

ARTICLE 1: NON-EXCLUSIVE

Contractor acknowledges that this Agreement is a non-exclusive agreement for providing Service[s] to IPT. IPT retains the right to engage others to perform the same type of Service[s] without any liability to Contractor, and neither IPT nor IPT makes any representation as to the number, frequency or dollar value of Request For Service[s] to be issued under this Agreement.

ARTICLE 2: INDEPENDENT CONTRACTOR

Contractor, in performing Service[s] and other obligations under this Agreement, shall be deemed an independent contractor and not the agent or employee of IPT. While Contractor's Service[s] shall meet with IPT's approval, IPT is interested in the results to be achieved and, accordingly, the detail, manner and method of performing Service[s] shall be the responsibility of and under the supervision and control of Contractor.

ARTICLE 3: SUBCONTRACTORS, LIENS & CLAIMS

3.1 Use of Subcontractors

Service[s] shall be performed solely by Contractor or by those Subcontractors that IPT may from time to time allow by its prior written approval. No approval shall relieve Contractor of any of its obligations under this Agreement or each Request For Service. Contractor shall be responsible to IPT for Service[s] performed by all its Subcontractors to the same extent it is for activities performed by Contractor's employees. Contractor shall ensure that all its contracts with its Subcontractors contain provisions which are in conformity with and no less stringent than the provisions of this Agreement or the Request For Service(s) (incorporating this Agreement) between IPT and Contractor. Notwithstanding the provisions of this Section 3.1, any person or other entity not approved as a Subcontractor and used by Contractor to provide Service[s] under this Agreement or any Request For Service hereunder shall be deemed a Subcontractor only for the purposes of Contractor's obligations and covenants under the applicable Request For Service. Contractor shall, at IPT's request at any time, provide IPT with a list of all Subcontractors, if any, providing Service[s] together with evidence satisfactory to IPT that all of its employees and Subcontractors have been paid in full for Service[s] performed.

3.2 Claims and Liens

Contractor shall pay and completely satisfy all claims for labor, equipment, rentals and material employed or used by it in connection with any and all Service[s] performed under this Agreement or each Request For Service when those claims become due and payable. Contractor shall ensure that no liens of any kind are fixed upon or against the property of IPT by Contractor's employees, Subcontractors, or Subcontractors' employees. Contractor shall indemnify, defend, protect and hold IPT, its Affiliates. divisions, and customers, and its and their officers, directors, employees, and agents harmless from all such claims and liens. IPT shall have all the following rights, without prejudice and in addition to any other rights and remedies provided in this Agreement or the Request For Service or at Governmental Requirement, to protect itself from the aforementioned claims and liens:

(a) For any sum due Contractor under this Agreement or a Request For Service, IPT, may only if specifically required by Governmental Requirements or applicable laws, retain an amount specified by any such Governmental Requirement or applicable law, if any, from each payment it makes to Contractor.
(b) If, at any time, IPT should determine that IPT or any of its property might become liable for any claim or subject to any lien that is chargeable to Contractor, IPT may retain out of any payment then due Contractor under this Agreement or the Request For Service or any other Request For Service(s) between IPT and Contractor or any such payment thereafter to become due, an amount sufficient to completely indemnify IPT, its Affiliates, divisions, and customers, and its and their officers, directors, employees, and agents against such claims and liens, including all of IPT's costs associated therewith. IPT may retain the amount withheld until Contractor delivers to IPT a complete release of the claims and liens that is satisfactory to IPT.
(c) IPT may, at any time, require that Contractor post a bond, at no cost to IPT, to remove any claims or liens.
(d) IPT may discharge or remove any claims or liens by bonding, payment or otherwise, all of which are chargeable to Contractor together with all attorney's fees and costs, and IPT may set off the amount of those claims and liens, attorney's fees and costs in accordance with Article 4 of these General Terms and Conditions.

3.3 Letters of Credit

Should Contractor request in writing, and provided IPT agrees in writing, Contractor may provide an irrevocable standby letter of credit, naming IPT as beneficiary, in satisfaction of Contractor's obligations and liabilities under Section 3.2 above and in substitution of any amount IPT may be retaining under sub-Sections 3.2(a) and 3.2(b). A letter of credit shall be in a form, duration and an amount, and issued by a financial institution, all of which are satisfactory to IPT.

ARTICLE 4: SET OFF

IPT shall have the right to set off any loss, damage, liability or claim which IPT may have against Contractor against the payment owing to Contractor under:

(a) this Agreement or the applicable Request For Service,
(b) any other Request For Service(s) between Contractor and IPT,
(c) any other Request For Service(s) between Contractor and any other IPT Affiliate or division, or
(d) any other contract(s) between Contractor and any other division Affiliate of IPT.

_____

In the event Contractor shall fail in any way to perform hereunder, including, but not limited to, failure to provide maintenance within the service response requirements, failure to perform inspections, or failure to adhere to reporting requirements, IPT may either withhold or setoff, pursuant to Article 4 of the General Terms and Conditions, any performance or payment due by IPT under this or any other agreement between the parties.

ARTICLE 5: TAXES AND FEES

Contractor is responsible for paying any and all license fees and taxes levied, assessed or imposed on Contractor to enable it to perform Service[s] under this Agreement or each Request For Service. Any applicable state and local sales or use taxes due on Service[s] performed under the Agreement or each Request For Service are the duty of Contractor to collect and render. The standard clause "All applicable sales, use or gross receipts taxes associated with the Service[s] are included in the total price" and shall be separately stated on all invoices as such. However, Contractor shall not collect or include any sales or use taxes on Service[s] for which IPT furnishes a properly completed Exemption Certificate. Contractor shall indemnify and save IPT, its Affiliates, divisions, and customers, and its and their officers, directors, employees, and agents completely harmless against all costs and liabilities which IPT may incur with respect to Contractor's failure to make any of the payments referenced in this Article 5.

ARTICLE 6: INSPECTION

IPT or its designee shall have the right to inspect any Service[s] performed and any equipment and materials furnished by Contractor or any Subcontractor at any time during the performance of Service[s] by Contractor or its Subcontractor(s). No inspection or approval of any Service[s] performed and equipment and materials furnished will relieve Contractor or Subcontractor(s) of their obligations and warranties as required by this Agreement, any Request For Service(s) and any subcontracts. If the specifications, IPT's prior instructions, laws, ordinances or any authority require any part of the Service[s] to be tested or approved, Contractor shall give IPT and such public authority, as required, opportunity to inspect by timely notice of its readiness for inspection. If any such part of the Service[s] are covered up without IPT's approval or the required approval of public authority, it must be uncovered for inspection at Contractor's expense if directed by IPT or such public authority.

ARTICLE 7: USE OF USER'S TOOLS AND EQUIPMENT

IPT may loan or furnish tools or equipment to Contractor as an accommodation for use in connection with any Service[s]. Any tools and equipment are loaned or furnished on an AS IS, WHERE IS basis. Contractor agrees:

(a) to inspect the tools and equipment and make its own determination, before commencing to perform Service[s], that they are adequate for the safe and efficient performance of Service[s] by Contractor.
(b) that the tools and equipment will be loaned or furnished by IPT and accepted by Contractor without warranty or representation by IPT as to their condition or fitness for Contractor's purpose.
(c) to return the tools and equipment to IPT at the conclusion of use in as good condition as when received, ordinary wear and tear excepted; however, Contractor's liability for damage to the tools and equipment is limited by Section 9.2(a) of these General Terms and Conditions.

ARTICLE 8: TITLE

Title to all Service[s], equipment, materials, supplies and structures procured by Contractor from third parties or supplied by Contractor and incorporated, or intended at the time of the procurement or supply to be incorporated, into the work product of Contractor's Service[s] (excluding Contractor's tools, equipment and rented items) shall pass to IPT upon payment therefore by IPT or upon delivery to IPT's customer's Work Site, whichever occurs earlier. Notwithstanding the foregoing, Contractor shall be deemed to have custody of the procured or supplied items until acceptance of Service[s] by IPT.

ARTICLE 9: RELEASE AND INDEMNITY

9.1 Contractor's Indemnity. Contractor agrees to indemnify, defend and hold IPT, IPT's customers and clients, and its and their employees, directors, officers, shareholders, Affiliates, successors and assigns (each, an "IPT Indemnified Party") free from and harmless against any suits, sanctions, losses, damages, charges and expenses of any kind or character whatsoever (including civil fines or penalties or reasonable attorneys' fees and expenses) incurred by or asserted against an IPT Indemnified Party to the extent caused by the negligence or willful misconduct in the performance by Contractor of its obligations under this Agreement; provided, however, that to the extent that an IPT Indemnified Party recovers such losses, damages, charges and expenses under any insurance policy such IPT Indemnified Party shall reimburse any payment made by Contractor under this indemnity.

9.2 IPT's Indemnity. IPT agrees to indemnify and hold Contractor and its employees, directors, officers, shareholders, Affiliates, successors and assigns (each, a "Contractor Indemnified Party") free and harmless against any and all suits, sanctions, losses, damages, charges and expenses of any kind or character whatsoever (including civil fines or penalties or reasonable attorneys' fees and expenses) incurred by or asserted against the Contractor Indemnified Party to the extent caused by the negligence or willful misconduct in the performance by IPT of its obligations under this Agreement; provided, however, that to the extent that a Contractor Indemnified Party recovers such losses, damages, charges and expenses under any insurance policy, such Contractor Indemnified Party shall reimburse any payment made by IPT under this indemnity.

9.3 Environmental Liability. Contractor shall be solely responsible for the abatement, cleanup, control, removal, remediation and disposal of any Hazardous Substances brought into any Facility by Contractor, its Subcontractors or employees of any such party. Contractor agrees, to the fullest extent permitted by applicable Governmental Requirements, to indemnify, defend and hold harmless the IPT Indemnified Parties from, and against, any and all losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees and expenses) that arise out of, or result from: (i) any Hazardous Substances brought into any Facility or onto any Facility by Contractor or any Affiliate of Contractor or any Subcontractor or employee of such person; and (ii) any act or omission of Contractor or any Affiliate of Contractor or any Subcontractor or employee of such person in connection with the handling, transportation and disposal of any Hazardous Substances generated by Contractor or any Affiliate of Contractor, the Subcontractors or employees of any such party, in the performance of Service[s] under

_____

this Agreement, including any release of Hazardous Substances caused thereby, except to the extent resulting from the negligence or willful misconduct of IPT's Customer or IPT or their respective employees, agents or subcontractors.

9.4 Procedures. Any indemnifying party may defend any claim with counsel of its own choosing or tender defense of the claim to the indemnified party; provided that no claim, for which indemnification is sought may be settled without written consent of the indemnifying party. Any amount payable to an indemnified party shall be payable in immediately available funds no later than sixty (60) days after written demand therefor.

ARTICLE 10: CONFIDENTIAL INFORMATION, COPYRIGHTS, PATENTS AND PATENT INDEMNITY

10.1 Contractor's Duty of Confidentiality

Contractor shall hold in confidence all business and technical information that is made available to Contractor, directly or indirectly, by IPT or developed or acquired by Contractor in performance of its Service[s] under this Agreement and each Request For Service (collectively "Confidential Information"), except:

(a) information which is in or becomes, without fault of Contractor, part of the public domain;
(b) information which Contractor can show was received by Contractor from an independent third party that is under no obligation to IPT regarding the information;
(c) information which Contractor can show was already in Contractor's possession at the time the information was made available to Contractor, directly or indirectly, from IPT;
(d) information required to be disclosed by Governmental Requirement or valid legal or regulatory process, following notice by Contractor to IPT of the requirement to disclose and reasonable cooperation with any attempt by IPT to maintain the confidentiality of such Confidential Information.

Contractor also agrees that it shall not take any photographs, video or other recordings of IPT, LLC's or any of its Affiliate's or customer's property without IPT's prior written consent.

10.2 Contractor's Use of Confidential Information

Contractor shall not, without the prior written approval of IPT, use the Confidential Information which Contractor is required to keep confidential hereunder for any purpose other than the performance of Service[s] under this Agreement or the applicable Request For Service.

10.3 Contractor's Information

IPT shall have no obligation of confidence with respect to any information disclosed to IPT by Contractor, and IPT shall be free to use or disclose any or all of the information contained in any drawing, record or other document to third parties without accounting to Contractor therefor; unless, however, information is specifically covered by a separate, written confidentiality agreement. In the absence of any confidentiality agreement, Contractor shall not place any restrictive notices on any information, no matter the form of its recording, that Contractor provides to IPT hereunder. Should Contractor place any notices on any drawing, record or other document, IPT are hereby authorized to nullify, obliterate, remove, or disregard those provisions.

10.4 Copyrights and Ownership of Documents

All tracings, drawings, field notes, requisitions, purchase orders, specifications, computer programs (data files and other software in whatever form), and other documents or records ("Documents") developed by Contractor in connection with this Agreement or any Request For Service shall be the sole property of IPT. Contractor shall provide the original and all copies of the Documents to IPT when Service[s] are completed or earlier upon IPT's written request. Contractor may, with the prior written approval of IPT, retain one archival copy of Documents. Contractor shall keep any approved archival copy confidential and shall not use it directly or indirectly in providing any services to any other person or entity nor for any other purpose unless Contractor is required by Governmental Requirement or legal process to disclose the copy. If required by Governmental Requirement or legal process to disclose, Contractor shall promptly notify IPT of the purpose and requirements of the disclosure. Contractor hereby assigns the copyrights in all Documents to IPT.

ARTICLE 11: USE OF TRADEMARK AND PUBLICITY RELEASES

Neither Contractor nor any Subcontractors shall, without the prior written consent of IPT:

(a) use the name or any trade name or registered trademark of IPT, LLC or any of its Affiliates in any advertising or communications to the public in any format except as necessary to perform Service[s]; or
(b) make publicity releases or announcements regarding the Agreement, any Request For Service, the Service[s] performed under any Request For Service or any related activities.

ARTICLE 12: AUDIT

Upon reasonable prior notice, IPT's employees and agents shall have access, at all reasonable times, to all Contractor's and Subcontractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, financial accounts, data stored in computer files or microfiche, and memoranda of every description pertaining to Service[s] for the purpose of verifying costs of any or all Service[s] and Contractor's compliance with the terms of the Agreement and any or all Request For Service[s]. Contractor shall maintain supporting data and accounting records in accordance with generally accepted accounting practices, and IPT's employees and agents shall have the right to reproduce any of these documents. Contractor shall preserve and shall cause its Subcontractors to preserve all documents pertaining to Service[s] for a period of three (3) years after the completion and acceptance of such Service[s] or termination of the Agreement and all Request For Service[s], whichever occurs first. Contractor agrees to include the necessary provisions in its contracts with Subcontractors that shall assure access by IPT's employees and

_____

agents to applicable records of Subcontractors. IPT shall not be liable for any of Contractor's or Subcontractor's costs resulting from an audit hereunder.

ARTICLE 13: BUSINESS STANDARDS, ACCURACY OF RECORDS, AND LEGAL COMPLIANCE

13.1 Business Standards

Contractor, in performing its obligations under the Agreement and each Request For Service, shall establish and maintain in effect appropriate business standards, procedures and controls to avoid any real or apparent impropriety that might affect adversely or conflict with the interests of IPT, LLC or any of its Affiliates, including:

(a) ensuring all payments by IPT to Contractor are solely received by Contractor for its own account; and
(b) ensuring Contractor does not offer, give or pay any part of any payments received under subsection (a) to any government official, political party or official or any candidate for political office.

Contractor shall exercise all reasonable care and diligence to prevent any actions or conditions that could result in a conflict with IPT's or IPT's best interests. This obligation shall apply to the activities of the employees, agents and Subcontractors of Contractor in their relations with the employees of IPT and their families and/or third parties arising from the Agreement and each Request For Service. These efforts shall include, but not be limited to, establishing precautions to prevent their employees, agents or Subcontractors making, receiving, providing or offering any substantial gifts, extravagant entertainment, payments, loans, or other considerations.

13.2 Accuracy of Records

Contractor agrees that all financial settlements, billings, and reports rendered to IPT or its representative shall reflect properly the facts about all activities and transactions handled for the account of IPT, which data may be relied upon as being complete and accurate in any further recordings and reporting made by IPT or its representatives for whatever purpose.

13.3 Compliance With Law

Contractor shall comply and secure compliance by its Subcontractors with all Governmental Requirement applicable to the performance of any Service[s] including, but not limited to, those set out in the Federal Contract Supplement attached as Exhibit F.

13.4 Notice of Non-Compliance

Contractor agrees to notify IPT promptly upon discovery of any instance where the Contractor fails to comply with Sections 13.1, 13.2 or 13.3 above. If Contractor discovers or is advised of any errors or exceptions related to its invoicing for Service[s], Contractor and IPT will together review the nature of the errors or exceptions, and Contractor will, if appropriate, promptly adjust the relevant invoice(s) or refund overpayments.

ARTICLE 14: DEBRIS AND TRASH

<u>For Service[s] performed at IPT's customer(s)' motor fuel dispensing and storage equipment location</u>:
During the performance of Service[s] under this Agreement or any Request For Service(s) and upon their termination or completion, Contractor shall accumulate on-site all debris and trash material resulting from Contractor's operations and keep and leave any Work Sites where Service[s] are performed in a condition satisfactory to IPT and IPT's customer. IPT or IPT's customer shall provide instructions for disposition of all debris and trash.

<u>For Service[s] performed at any location except IPT's customer(s)' motor fuel dispensing and storage equipment location</u>:
During the performance of Service[s] under this Agreement or any Request For Service(s) and upon their termination or completion, Contractor shall at its sole expense remove all inert debris (Note: Inert materials are generally limited to non-impacted construction debris, non-impacted soil and scrap that has been certified clean by an IPT- or IPT customer- approved laboratory), and municipal trash material resulting from Contractor's operations and keep and leave any Work Sites where Service[s] are performed in a condition satisfactory to IPT and IPT's customer.

ARTICLE 15: MANAGEMENT OF WASTE

Contractor and its Subcontractors shall, in performing Service[s], have the responsibility and liability for the proper management of wastes according to all applicable Governmental Requirements and regulations. In particular, Contractor and its Subcontractors shall:

(a) implement procedures to minimize the generation of waste. These procedures shall include, at a minimum, process substitution, materials recovery, and continued product use. When possible, Contractor shall select less toxic alternatives to minimize hazardous waste generation;
(b) consolidate (with like product) partially full containers of paint, solvent, chemicals, and other products whenever possible, to minimize waste and allow use of the remaining product;
(c) ensure that any empty containers to be discarded are deemed "empty" in accordance with 40 CFR 261.7 or applicable state regulations;
(d) not commingle waste they generate with any waste generated by IPT or IPT's customer or others without prior written consent of IPT;
(e) segregate hazardous waste from non hazardous waste at all times;
(f) either return to the supplier for credit, or transfer to Contractor's storage facility or next job site for use, any unused and still usable materials belonging to Contractor; and
(g) control waste generation activities, to the extent possible, to fall within the conditionally exempt small quantity or small quantity generator regulations under the Resource Conservation and Recovery Act, as amended, and its regulations ("RCRA") and any applicable state regulations;

<u>In addition to (a) through (g) above, for Service[s] performed at any motor fuel dispensing and storage equipment location</u>:
(h) not transfer waste to any off-site facility without IPT's or IPT's customer's prior written consent.

_____

Contractor and its Subcontractors shall also ensure that all waste is handled in compliance with any Exhibits relating to the management of waste that are made a part of this Agreement or any Request For Service.

ARTICLE 16: DATA INTEGRITY

Contractor shall be accountable for the integrity of any test or measurement data, including its generation, recording, reporting and retention, provided by Contractor, its agents or any Subcontractors to IPT or to any third party(s) on behalf of IPT. Contractor agrees that for any such data:

(a) Measurement activities and information reported from measurement shall be complete, accurate, and timely.
(b) Specified industry standard test methods and instrument calibration procedures shall be used without modification, unless that modification has been approved by industry standard and/or by IPT.
(c) A quality assurance system shall be in place for any laboratory facility involved. This system shall serve to deter, detect and correct the generation and communication of incorrect data and shall include the maintenance and calibration of measurement instruments.
(d) Testing and measurement personnel involved shall be trained in the necessary skills involved in data generation and data management. This shall include initial and ongoing personnel training, testing, and verification of knowledge transfer.
(e) Contractor shall utilize a self-monitoring and assessment system to determine the extent to which the requirements above are being met. This system shall include the resolution of all problems found in the assessments, with plans and responsibilities for appropriate follow-up.

ARTICLE 17: FORCE MAJEURE

17.1 Definition

For the purposes of this Agreement and each Request For Service, "Force Majeure" means any event beyond the control and without fault or negligence of the party claiming inability to perform its obligations and which party is unable to prevent or provide against by the exercise of reasonable diligence, including but not limited to: acts of God or public enemy; expropriation or condemnation of facilities; changes in applicable Governmental Requirement; war, civil disturbance, floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions or other catastrophes; and strikes. Inability to pay moneys or financial hardship shall not, however, constitute events of Force Majeure.

17.2 Effect of Force Majeure

No delay or failure in performance by IPT or Contractor shall constitute default under this Agreement or the Request For Service if, and to the extent, the delay or failure is caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Service[s] under this Agreement or the Request For Service, Force Majeure shall not operate to excuse, but only to delay performance of Service[s]. If Service[s] are delayed by reason of Force Majeure, Contractor shall promptly notify IPT. Contractor shall do all things reasonably possible to mitigate and remove the Force Majeure event, except a strike, and shall resume performance under this Agreement or the Request For Service as soon as possible. In no event shall IPT be liable to Contractor and Contractor shall hold IPT harmless for Contractor's, Subcontractor's, and their employees' damages, anticipated profits, or other sums or payments occasioned by the event.

ARTICLE 18. DISPUTE RESOLUTION

18.1 Any dispute arising out the performance or interpretation of this Agreement (each, a "Dispute") shall be settled in accordance with the provisions of this Article 18. Any Party that wishes to refer a Dispute to binding arbitration (the "Referring Party") must provide notice to the other Party (the "Other Party") stating (a) a description of the Dispute, and (b) that the Dispute is being referred to binding arbitration under this Article 18.

18.2 The disputing Parties shall endeavor to agree promptly on a panel of three arbitrators. If on or before the fifteenth (15th) day following the notice described in Section 18.1 the disputing Parties have not so agreed, then the Referring Party and the Other Party shall, by notice to each other, each designate one (1) arbitrator. The two (2) arbitrators so designated shall endeavor to designate promptly a third arbitrator, which third arbitrator shall be the chair of the arbitral panel. If the two (2) arbitrators have not designated the third arbitrator by the fifteenth (15th) day following the designation of the second arbitrator, or if a second arbitrator has not been designated by the fifteenth (15th) day following the designation of the first, any disputing Party may request the American Arbitration Association ("AAA") to designate the remaining arbitrator(s). If any arbitrator resigns, becomes incapacitated, or otherwise refuses or fails to serve or to continue to serve as an arbitrator, the Party entitled to designate that arbitrator shall designate a successor.

18.3 The binding arbitration shall be conducted in Hartford, Connecticut or such other place as the disputing Parties may agree. The arbitrators shall set the date, the time, and the place of the hearing, which must commence on or before the 15th day following the designation of the third arbitrator. The hearing may be adjourned to later times and dates as the arbitrators determine and upon agreement by the Parties. The arbitration shall be conducted under the Arbitration Rules of the AAA to the extent not inconsistent with the provisions of this Agreement. Unless otherwise then agreed, each Party shall have not more than four (4) hours at the hearing to present its case to the arbitrators. Each disputing Party shall submit to the arbitrators its proposed decision for the Dispute. THE ARBITRATORS SHALL HAVE NO AUTHORITY TO AWARD EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT, DAMAGES UNDER ANY CIRCUMSTANCES (WHETHER THEY BE EXEMPLARY DAMAGES, TREBLE DAMAGES, OR ANY OTHER PENALTY OR PUNITIVE TYPE OF DAMAGES), REGARDLESS OF WHETHER SUCH DAMAGES MAY BE AVAILABLE UNDER APPLICABLE LAW, THE PARTIES HEREBY WAIVING THEIR RIGHT, IF ANY, TO RECOVER CONSEQUENTIAL, PUNITIVE, AND INDIRECT DAMAGES IN CONNECTION WITH ANY SUCH CLAIMS, DISPUTES, OR DISAGREEMENTS, REGARDLESS OF WHETHER THEY ARISE UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING NEGLIGENCE OF EVERY KIND AND STRICT LIABILITY WITHOUT FAULT) , OR PROPERTY, OR AT COMMON LAW, IN EQUITY, OR OTHERWISE.

_____

18.4 The arbitrators shall render their decision on or before the 15th day following the last session of the hearing. The arbitrators must select one of the proposed decisions submitted in writing at such hearing and shall not reach a decision that is not one of such proposed decisions. The arbitrators shall have the right and the obligation to award reasonable attorneys' fees and costs to the Party whose proposed decision is adopted by the arbitrators. Each disputing Party against which the decision assesses a monetary obligation shall pay that obligation on or before the thirtieth (30th) day following the decision or such other date as the decision may provide.

18.5 The decisions of the arbitrators shall be final and binding on all Parties and are not subject to appeal.

18.6 Each Party agrees that mediation and arbitration pursuant to this Article 18 shall be the exclusive method for resolving any Disputes (exclusive of disputes arising under Article 10 (Confidentiality)) and that it will not commence an action or proceeding, except to enforce arbitrators' decisions or to compel the other Parties to participate in arbitration under this Article 18.

18.7 Contractor agrees to consolidation and joinder of any Dispute hereunder with any proceeding between IPT and Client relative to the same subject matter. This Agreement shall be specifically enforceable under applicable Governmental Requirement in any court having jurisdiction.

ARTICLE 19: RIGHT OF REMOVAL

Contractor shall promptly remove from any Work Site any employee of Contractor, any Subcontractor or any employee of Subcontractor performing Service[s] under this Agreement and any and all Request For Service[s], as IPT may for any reason designate. **CONTRACTOR HEREBY RELEASES AND FOREVER DISCHARGES AND HOLDS HARMLESS IPT, ITS AFFILIATES AND DIVISIONS, AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY COSTS, CLAIMS, LOSSES, AND DAMAGES OF ANY KIND WHATSOEVER BASED ON NEGLIGENCE, DEFAMATION, WRONGFUL DISCHARGE OR OTHERWISE WHICH CONTRACTOR MAY SUFFER, SUSTAIN, PAY OR INCUR AS THE RESULT OF ANY REMOVAL.**

ARTICLE 20: HEADINGS

The headings in this Agreement permitting IPT to obtain Service[s] are for ease of reference only and shall not be used to construe or interpret the provisions of the Agreement or Request For Service.

ARTICLE 21: SEVERABILITY

If any provision or portion of this Agreement or any Request For Service incorporating this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable Governmental Requirement, such provision or portion of this Agreement or the Request For Service shall be deemed omitted and the remaining provisions shall remain in full force and effect.

ARTICLE 22: WAIVER

No waiver by a party of a right or default under either this Agreement permitting IPTs to obtain Service[s] shall be effective unless in writing. No such waiver shall be deemed a waiver of any subsequent right or default of a similar nature or otherwise.

ARTICLE 23: ATTORNEY'S FEES

Should it become necessary for either party to engage in legal proceedings for the purposes of (a) enforcing either this Agreement or (b) recovering damages sustained by either party due to breach of the agreement the prevailing party shall be entitled to reimbursement for costs, attorney's fees and any other reasonable expenses incurred in connection with those legal proceedings.

_____

EXHIBIT B
Service Provider Handbook

The Handbook is available on the IPT, LLC web site located at the URL of **www.ip-tech.com.** Contractor is responsible to review the handbook on a regular basis to remain current with IPT's processes and procedures.

EXHIBIT C
Services

IPT's Services are to be rendered in accordance with Article 2 of the Master Service Agreement and IPT's Service Provider Handbook. The scope of work for reactive calls (Request for Service or RFS activity) are to be determined per the needs of each service request. The scope of work for Preventive Maintenance (or may be referred to as Scheduled Maintenance) will be performed in accordance with the work scope assigned to the maintenance activity as defined in the IPT PM Workbook.

_____

EXHIBIT D
Compensation

The terms and conditions set forth herein specify the basis for compensating Contractor for the Service[s] as described in this Agreement. It is understood and agreed that the Contractor may not charge IPT, LLC ("IPT") for any Costs not specifically provided for hereinafter.

Contractor, at its expense, shall pay all taxes imposed by reason of the job or work to be performed by Contractor, including but not limited to all sales and use taxes, licenses, fees, income, franchise and personal property taxes; and all employment taxes or contribution imposed by any law or trade union contracts or regulations with respect to or measured by the wages, salaries or other compensation paid to employees of Contractor and subcontractors in connection with the job, including but not limited to annuities and disability insurance.

Contractor shall state on each invoice the standard clause: "All applicable sales, use or gross receipts taxes associated with the services are included in the total price."

Contractor's Repair & Maintenance Services Fees are as follows:

Labor Rates:

Classification	Normal Hourly Rate	*Overtime Hourly Rate	Holiday Hourly Rate

Labor to be billed using 15-minute intervals.

Materials Mark-up %: _____

Flat Rate Trip Charge: _____

Trip charge is defined as a single fee to arrive on site. Including technician's time, mileage and or truck charge. This fee is flat and measurable for each Request For Service, not a variable dollar amount.

Normal business hours are 8am to 5pm local site location time.
*Overtime should be minimized and should only be used/allowed when economical or in order to meet the response times.

Payment Terms
The payment terms under this Agreement are net 30 days calculated from the date of receipt of properly prepared and correct invoice. Correct invoice means that the invoice meets all the guidelines and includes all appropriate information as required by Exhibit E. Mail invoices to IPT, LLC, 10 Columbus Boulevard, 4th Floor, Hartford, CT 06106.

Changes in Terms and Rates
The terms and rates contained in this Exhibit D will remain firm while this Agreement is in effect until proposed changes are agreed to by both parties and executed by signed Amendment.

Proposed changes must be submitted in writing to IPT, LLC, 10 Columbus Boulevard, 4th Floor, Hartford, CT 06106.

Please Note:
Contractor acknowledges that IPT will utilize the telephony based check in and out procedure to mandate time spent at the client's location performing the requested services. IPT will audit all invoices submitted against the data obtained through this process to ensure that the labor charges are assessed correctly.

_____

EXHIBIT E
Invoicing Procedures

The terms and conditions set forth herein specify the basis for invoicing procedures for the Service[s] described in this Agreement.

The terms and rates contained in Exhibit D will remain firm while this Agreement is in effect until proposed changes are agreed to by both parties and executed by signed Amendment.

GENERAL INVOICE INSTRUCTIONS

1. Bill to **IPT, LLC,** not to the Client nor the Client's Name, and not to an individual, site location, or another company.

2. All invoicing instructions are fully described in the Invoicing Procedures section of the Service Provider Handbook located at IPT's web site. Contractor must review these procedures on a regular basis.

3. Contractor shall invoice IPT as soon as work has been completed for Service[s] provided during the preceding month but in no case more than thirty (30) days after the completion of work.

4. Contractor shall submit an original invoice with all required information as described in the invoicing section of the Service Provider Handbook. IPT will not pay from statements or copies.

5. IPT's payment terms are thirty (30) days from the time a correct invoice is first received at IPT's office. Correct invoice means that the invoice meets all the guidelines and includes all appropriate information required in the invoicing section of the Service Provider Handbook.

6. Payment to be made via Automated Clearing House as described in the invoicing section of the Service Provider Handbook.

7. Invoices submitted later than 60 days from the completion of work may result in the loss of client locations serviced by contractor. IPT reserves the right to not pay invoices submitted 180 days after work is completed.

8. All Preventive Maintenance invoices must reflect the date of services delivered for that PM or invoice will be returned for correction before payment is remitted. Contractor shall supply a mechanism to demonstrate that they have completed each individual task of the PM, detailed in the workscope, and submit to IPT with invoice, i.e. work ticket.

9. Contractor is responsible for paying any and all license fees and taxes levied, assessed or imposed on Contractor to enable it to perform services. Any applicable state and local sales or use taxes due on Service[s] performed are the duty of Contractor to collect and render. Contractor shall state on each invoice: **"All applicable sales, use or gross receipts taxes associated with the services are the responsibility of the Contractor and have been included in the total price".**

10. Labor to be billed using 15-minute increments and invoiced manhours must agree with manhours recorded by IPT's telephony system.

DISPUTED INVOICES/INVOICE LINE ITEMS

Payment by IPT of any invoice submitted by Contractor shall not limit IPT's right to later dispute charges invoiced. Payment shall not be construed as IPT's acceptance of any services represented by the invoice. IPT may return invoices unpaid when: 1) services, parts, or materials, stated on the invoice, have not been received by or delivered to IPT, 2) invoice and spreadsheet do not match, or 3) contractor invoice copies are not attached for each listed on the spreadsheet. In cases where the value, quality, or warranty of services, parts, or materials received by IPT are in dispute, and IPT has already paid the Contractor, IPT shall submit a dispute form to the Contractor for corrective action. See Exhibit E Attachment 1, below. Reimbursement to IPT shall be in the form of a credit line item on Contractor's next invoice.

_____

Attachments to Exhibit E

CONTRACTOR LOG#: _____

Maintenance Agreement Invoice Dispute

Date: _____

To: _____ Title: _____ Phone: _____

Fax #: _____

Loc #: _____

From:

Fax #:

Please note the following Invoice is in Dispute:

SUBMITTER

Report Date: _____

Contractor Name: _____

Job #: _____ Job Date: _____ Disputed Amount: _____

Work Performed: _____

Dispute Reason: _____

VENDOR

Rebuttal: _____

Resolution:

- ❑ No Credit Issued — **Date:** _____
- ❑ Contractor to Issue Credit (credit listed) — **Date:** _____

Credit: **$** **Contractor Signature:** _____

ALL RESOLUTIONS MUST BE FAXED BACK TO THE SUBMITTER

Exhibit F
Federal Contract Supplement
(APRIL 1995)

The parties hereto agree that Seller or Contractor, however referred to in the agreement to which this Federal Contract Supplement is attached, shall be referred to in this Supplement as "Contractor." IPT Corporation and/or the division or affiliate of IPT Corporation that is bound by the terms of the agreement to which this Federal Contract Supplement is attached shall be referred to in this Supplement as "IPT". For the purpose of this Supplement, the word "contract" shall mean any nonexempt agreement or arrangement between IPT and Contractor for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements which, in whole or in part, are necessary to the performance of any one or more contracts between IPT and the United States of America or under which any portion of IPT's obligation under any one or more such contracts is performed, undertaken, or assumed.

IPT understands and agrees Contractor's assent to the provisions in this Supplement is intended to satisfy IPT's requirements under the governing statutes and executive orders and the rules and regulations issued thereunder and amendments thereto. IPT further understands and agrees this Supplement is not meant to create, nor shall it be construed as creating, any enforceable rights hereunder for any firm, organization, or individual who is not a party hereto.

CLEAN AIR AND WATER CERTIFICATION

Contractor certifies that - (a) Any facility to be used in the performance of this contract is not listed on the Environmental Protection Agency List of Violating Facilities; (b) Contractor will immediately notify IPT upon its receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Contractor proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and (c) Contractor will include a certification substantially the same as this certification, including this subsection (c), in every non-exempt subcontract.

CLEAN AIR AND WATER

(a) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et. seq.).

"Clean air standards," as used in this clause, means - (1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738; (2) An applicable implementation plan as described in section 110 of the Air Act (42 U.S.C. 7410); (3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411 (c) or (d)); or (4) An approved implementation procedure under section 112(l) of the Air Act (42 U.S.C. 7412(l)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with (1) Clean air or water standards; or (2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are located in one geographical area.

"Water Act," as used in this clause, means the Clean Water Act (33 U.S.C. 1251, et. seq.).

(b) Contractor agrees - (1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract; (2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing; (3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and (4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b) (4).

UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due under the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

(b) Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined in section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and

_____

controlled by socially and economically disadvantaged individuals" shall mean a small business concern - (1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (2) Whose management and daily business operations are controlled by one or more such individuals.

Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

(e) Contractor agrees to adopt a subcontracting plan for small business concerns and small disadvantaged business concerns as required by 48 CFR Chapter 1, §52.219-9.

_____

Exhibit G
Health and Safety Requirements
Contractual Safety Requirements For Retail and Petroleum Facilities

I. INTRODUCTION

These rules and procedures, which are incorporated as a part of this Master Service Provider Agreement must be complied with by each Contractor, its subcontractors, and employees, when working in or at IPT or IPT's customer facilities. The primary purpose of the guidelines discussed in this document is to prevent accidents which may result in personal injury or property damage.

It is important to recognize that the rules and procedures contained herein cannot cover all situations. They do not relieve the Contractor of its responsibility to use good judgment at all times.

II. GENERAL

Contractor shall perform all work in accordance with any applicable local municipal, state, or federal laws, rules, regulations, or ordinances, including the Occupational Safety and Health Act, as well as the standards contained in this Agreement and this Exhibit. Any such safety standards or procedures shall be deemed the minimum standard for such Contractor who shall supplement such standards to the degree necessary to ensure the safety of all persons and property at such site. Contractor shall be solely responsible for investigating the site prior to any proposed work or commencement of any activities for any conditions or defects, latent or obvious, which may pose a risk to any person or property and shall adjust his work practices and procedures to take such conditions into account. Contractor understands that IPT is relying upon Contractor's expertise and experience in the safe performance of Contractor's work.

IPT shall have the right, but not the duty, to observe all or part of the performance of Contractor's work. Such observation shall be for the purpose of IPT ascertaining whether Contractor appears to be in compliance with the terms of this agreement. Consequently, Contractor understands and agrees that any such observation does not constitute supervision, does not impose a duty upon IPT to halt or redirect work being performed in an unsafe manner, and does not in any way alter Contractor's sole obligation to assure the safety of persons or property.

In the event the station is to remain in operation during part or all of the performance of the contracted work, the Contractor shall meet with the station operator in order to ascertain the nature of the operator activities and to coordinate such activities with Contractor work, thereby facilitating the ability of Contractor to ensure that appropriate safety procedures are in place and clearly understood by all personnel.

No work is to be undertaken involving the removal, handling, or disposing of asbestos or the removal or spraying of leaded paint without IPT 's prior written permission.

No explosives or firearms may be brought onto IPT or IPT customer's or customer's facilities property.

Smoking is prohibited near those areas specifically marked 'No Smoking' or where there is the reasonable potential for igniting flammable vapors. Discarded unused matches must be disposed of properly. It is the responsibility of the Contractor to enforce these regulations upon those people under his supervision.

When working in areas where flammable vapors may be present, particular care must be exercised with tools that may be sources of ignition. Steel tools may only be used if done in a manner to avoid striking sparks. Steel spikes, climbers or foot wear with metal appurtenances on the soles are prohibited in areas where flammable vapors may be present.

The Contractor shall keep the work site and adjoining premises, driveways, walks and streets clear of rubbish. The Contractor shall dispose of all rubbish, waste and excess material in a manner satisfactory to IPT. Upon completion of work, the Contractor shall broom clean the construction site and leave all fixtures and equipment in a first class, clean, usable condition.

Contractor shall comply with OSHA's Lockout/Tagout rule when servicing or maintaining machines or equipment where unexpected energizing or start up of the machines or equipment, or release of stored energy, could cause injury.

Contractor shall not park vehicles and mobile equipment so as to block fire hydrants, emergency equipment, building exits, and walkways. Where an existing site must remain in operation during construction or improvement, work shall be carried on with least possible interference to the business operations of the site operator.

Contractor shall immediately notify IPT of any injury to, or fatality of, employees of the contractor or its subcontractors and shall provide a written accident report to IPT within 24 hours of the incident. This may include but is not limited to, a complete report of all lost time or restricted activity, occupational injuries and illnesses, and damage to company property or injury to third parties. Contractor shall immediately notify the site operator and IPT 's contractor phone number 1-888-928-3276 of any accident, safety-related incident, or petroleum product spill which occurs at the work site during the performance of contractors duties for IPT. Contractor shall also notify local governmental authorities of such incidents where required by law. Contractor shall cleanup small incidental spills of petroleum products. Contractor shall ensure that spilled petroleum products in significant quantities be cleaned up by those personnel trained in hazardous waste cleanup and disposal techniques.

In addition, Contractor shall comply with any health and safety rules furnished to Contractor in writing by IPT. Such rules shall be considered part of this Contract. Before starting work under this Contract, Contractor shall communicate such health and safety rules to all Contractors' personnel and subcontractors prior to the commencement of services and shall require compliance with these health and safety rules by its personnel and subcontractors during the performance of services. Neither compliance with these safety rules and regulations by Contractor nor IPT 's approval of any actions or procedures of contractor as provided therein shall relieve Contractor of its obligations to use due care in performing services.

III. EXCAVATION, DRILLING OR PILE DRIVING

Before commencing with excavation in a facility and before starting any drilling, pile driving or driving of posts, ground rods, etc., or any other ground breakage, the Contractor must consult with and obtain the specific authorization of the IPT representative.

Contractor shall properly barricade all open holes, trenches and obstacles. Easements and access ways shall not be torn up without authorization. If holes are required to be left open during non-working hours, they shall be adequately decked over or barricaded and sufficiently lighted at night with explosion proof equipment. Flame type lighting will not be permitted.

_____

When underground storage tanks must be filled with gasoline immediately upon installation, “No Smoking” signs are to be displayed, and tanks must be equipped with vents that discharge at least 12 feet above the ground. No source of ignition, such as disconnecting and switching of electrical equipment, open flames, engine exhausts, etc. shall be permitted within 20 feet of tank excavation.

If any gasoline is being stored on the work site, a minimum of one 20 1b. dry chemical fire extinguisher must be accessible within 100 feet of the work site.

IV. CATHODIC PROTECTION

Since cathodic protection is not installed in every site, the following procedures apply only to those Contractors working in facilities that have cathodic protection systems.

The Contractor shall obtain a copy of the cathodic protection as-built plan for the specific site. Contractor shall review the plan and consult IPT and customer personnel before commencing work.

When the work involves the following, the Contractor shall request that the site manager disengage the cathodic protection system:

A. All work on underground equipment (tanks, piping, lifts, conduit)
B. All work on above-ground portions of cathodically protected structures
C. The disconnection or reassembling of cathodic protection cable
D. Ground breakage in close proximity to cathodic protection cable.

Precautions must be taken when a Contractor must break ground or work on any above-ground portions of cathodically protected structures so that the cathodic protection system is left undisturbed. Electrical shock and spark hazards exist if any connecting cables or main pipe lines are disconnected while the system is in operation.

Contractor must immediately advise IPT should any cable be cut, nicked, pulled or disconnected by his work crew. Contractor shall keep his personnel and the public away from the damaged cable until the site manager disengages the cathodic protection system. Contractor shall not resume work until instructed by IPT personnel.

V. HOT WORK SAFETY REQUIREMENTS

“Hot work” refers to any work that may provide a source of ignition for petroleum or other flammable vapors and includes the following:

A. Metal cutting or burning
B. Welding
C. Hot riveting
D. Grinding
E. Drilling
F. Chipping (including pavement breaking/concrete demolition)
G. Sandblasting
H. Use of fired pots for melting tar, lead, etc.
I. Work on live electrical equipment
J. Use of electric power hand tools
K. Use of internal combustion engines
L. Steam cleaning

None of the above work shall be performed in areas where petroleum vapor concentrations exceed 10% of the lower flammable limit as registered on a standard portable explosimeter. Portable blowers may be used to prevent vapor intrusion of the work area; water flooding or CO_2 inerting may be used for some metal cutting such as cuts in underground tanks. Before such work is performed, the Contractor must review proposed work practices with the IPT representative and proceed only upon the IPT representative’s specific approval.

VI. PERSONNEL SAFETY

In conjunction with applicable safety procedures as set forth by OSHA and local, state or other federal agencies, Contractor and Contractor’s personnel and subcontractors shall observe the following:

A. Meet with the site operator and/or IPT representative to review the on-site Material Safety Data Sheets (MSDS). These sheets provide important information about the potentially hazardous materials that one may be exposed to while working at this facility. If the site is not in operation, Contractor is to obtain MSDS from the IPT representative, as appropriate.
B. Keep work area clean and free of clutter, assuring free access for emergency evacuation and movement of emergency equipment.
C. Do not perform work where vapor concentrations are above 10% of the lower flammable limit. If the work will be performed in a confined space with a potential for petroleum vapors, such as cleaning or lining an underground tank, appropriate respiratory protection must be worn until air monitoring indicates the ambient concentrations are below the applicable OSHA permissible exposure limits. Contractors who enter permit-required confined spaces, as defined by OSHA standards, must have an entry permit system, including procedures to determine if a space can be reclassified as a non-permit confined space, and coordinate entry and debriefing procedures with authorized IPT personnel at least 24 hours, or as soon as possible, prior to any such entry.
D. Do the following when there is a potential for skin contact with petroleum liquids:
   1) Wear chemically-resistant clothing and safety glasses.
   2) If protective clothing is not worn and clothing is contaminated with petroleum products to the degree that those products in turn contact the skin, then remove clothing and wash skin thoroughly.
   3) Remove promptly any petroleum product that does come in contact with the skin. Do not use gasoline or turpentine to remove oil and grease from the skin. Use soap and water or a waterless hand cleaner followed by soap and water.
E. When hard hats are required, post a sign(s) on the premises which is clearly visible stating, “Construction Area, Hard Hats Required” or similar language. Contractor shall provide its employees with any personal protective equipment necessary for safe and healthful work performance.
F. If petroleum products come in contact with the eyes, then flush the eyes for 15 minutes and seek medical attention.

_____

G. Before eating and at the end of shift, wash hands and arms carefully with soap and water. Do not store food where it may be contaminated by petroleum products or other toxic materials.
H. Clean cuts and scratches and cover with bandages to minimize exposure to petroleum products.
I.Avoid breathing vapors emitted from petroleum products.
J. Do not wear loose clothing in areas involving moving equipment or machinery.

Varying work conditions may create hazards not covered in the preceding lists. It is the responsibility of each individual to be alert to any hazard and make every reasonable effort to avoid the hazard.

VII. WASTE MANAGEMENT REQUIREMENTS

A. WASTE SITE USE REQUIREMENTS

Wastes, except inert materials (Note: Inert materials are generally limited to non-impacted construction debris, non-impacted soil and scrap that has been certified clean), are required to be recycled, treated, stored or disposed of only at facilities that are approved by IPT. Contractor shall not transport, dispose, recycle, treat or store (i.e., store at any location other than the location of the site that the work is to be performed) any hazardous or non-hazardous waste (except inert materials) that is generated on behalf of IPT or any of its customers ("IPT generated") without our prior written consent.

"IPT generated" waste includes all hazardous waste that must be manifested from the site where the work is performed as required by regulation and all non-hazardous waste generated as a result of the operations of IPT or any of its customers in connection with or as a result of services performed under the contract.

B. REQUIREMENTS FOR ON-SITE STORAGE OF WASTE

Contractor shall not store any waste at the generating site as a result of services performed under the contract unless:

1) Such storage is in strict compliance with all federal and state regulations regarding storage, including but not limited to container storage, labeling, placarding, etc., and,
2) Within 24 hours after generating and storing any such non-hazardous or hazardous waste, contractor must notify us of such storage and provide the following information:
    a) Contractor name
    b) IPT project manager
    c) Work release or job number under which the work was performed
    d) Classification of the waste (hazardous, non-hazardous, undetermined)
    e) Source of waste generation activity
    f) Date waste generated
    g) Estimated quantity
    h) Container type (if applicable)
    i) Other information that may be requested

C. CONTRACTOR GENERATED WASTE

"Contractor generated" waste must be handled in strict compliance with all federal and state laws and regulations. Contractor generated waste includes any non-hazardous waste generated as a result of contractor activities from contractor owned supplies used at our location (i.e., impacted personnel protective equipment, engine oil from contractor owned equipment or supplies used at our site). Other materials that are considered to be contractor owned materials and therefore "contractor generated" include non-hazardous or hazardous materials (not wastes) that are brought onto the site and will be removed from the site by the contractor. These materials could include paint and paint solvents, for example, that are to be kept in use and are not intended to be discarded at our site.

Contractor shall not store any "contractor generated" waste on our site without first obtaining written permission allowing such storage.

_____

EXHIBIT H

Contractor Drug and Alcohol Policy Requirements

Contractor shall establish and enforce a drug and alcohol policy with respect to Contractor employees or agents who provide services under this Agreement. Contractor shall provide IPT with a copy of its drug and alcohol policy upon request. Contractor also agrees to comply with all terms and conditions of any drug and/or alcohol policy established by Client for any Site, jobsite or work location where Contractor provides services under this Agreement. Contractor shall immediately remove from any Site, jobsite or work location where Contractor is providing services under this Agreement any employee or agent of Contractor who is in violation of Contractor's or Client's drug and/or alcohol policy.

Contractor shall comply with all applicable federal, state and local drug and alcohol related Laws, including without limitation any applicable US Department of Transportation regulations, and the Drug-Free Workplace Act of 1988.

EXHIBIT I

Market and Trade Assignments

Contractor understands and agrees that IPT, at its discretion, may adjust, add, or delete site locations within the market or trade depending on client requests or demands, or required contractor certifications. IPT may make available to contractor a site location list upon written request. Contractor acknowledges that IPT utilizes the submitted rates, Service Provider Scorecard, and their Qualification Form to determine the quantity of locations that are assigned to the Service Provider.

_____

EXHIBIT J

ExxonMobil Client Attachment

1. **This Article 7, Warranty *supersedes* the Article in the body of this Master Service Provider Contract**.

Without limiting the rights that IPT may otherwise have at law or equity, Contractor guarantees and warrants that all Service[s] performed and any materials and equipment provided in connection with the Service[s] shall be free from defect or deficiency for one (1) year labor, one (1) parts or manufacturer's warranty, which ever is greater from the date of completion or acceptance of the Service[s], whichever occurs last. If IPT discovers any defect or deficiency during this warranty period, and IPT has notified Contractor of the defect or deficiency within a reasonable period of time after the end of this warranty period, Contractor, at its sole expense, shall at IPT's option promptly repair or replace the defect or deficiency (including all other labor, materials and other Service[s] necessarily incidental to effecting this correction of the defect or deficiency). Any Service[s] provided under this Article 7 to correct any defect or deficiency shall be warranted on the same basis as provided in this Article 7 for the longer of (a) the balance of the one year warranty period or (b) six (6) months from the date of completion or acceptance, whichever occurs last, of the repair or replacement or the period equal to that received from the supplier or manufacturer. Contractor shall use its best efforts to ensure that all manufacturers warranties are assigned to the IPT Client. If any warranty cannot be assigned to the IPT Client, Contractor shall use its best efforts to make that warranty available for IPT's Client benefit. Contractor shall deliver a copy of each written warranty provided by Subcontractors and manufacturers to IPT. The warranties under this Article 7 shall be in addition to any others provided under this Agreement, the applicable Request For Service or otherwise under the Governmental Requirement. **Equipment Under Warranty**. Contractor, if it is certified or using other certified persons as it determines appropriate, shall conduct all warranty work as stipulated by the manufacturers, including supplying labor and parts as may be appropriate. Where items of equipment are subject to a warranty on the part of vendor or manufacturer and such warranty contains a condition that repair may be made only by authorized parties other than Contractor, Contractor shall arrange for such repairs by such authorized parties. If Contractor is authorized to make repair, Contractor shall do so, complying with all requirements necessary to keep the warranty in effect. (i.e. Veeder-Root certified technicians, Gilbarco / ASC certified technician, Dresser-Wayne certified technicians)

2. **Onsite Verification Forms (OVF).**

OVF Forms or Client approved equivalent are to be completed by the Contractor for each site visit, and attached to the appropriate invoice. If all the required OVF's are not attached to the invoice, the unpaid invoice will be returned.

3. **Purchasing documents**

Contractor shall submit supporting purchasing document to any and all parts in excess of $200.00 or invoice will be returned for correction before payment is remitted.

4. **ExxonMobil vendor response times / repair times and escalation guidelines**.

General Contractor shall respond to any call made to it by Company's duly authorized representatives or persons at the Store in accordance with the predetermined criteria for Service Response Times/Repair Times 24 hours per day 7 days per week as it relates to the property and equipment. The Service Response Time is the time which passes from the moment of receipt of request from authorized person to Contractor to the moment that Contractor or Contractor's Vendor commences the referenced maintenance and repair work at the Store. Contractor recognizes that the Service Response Times/Repair Times are the maximum allowable times and that local conditions may indicate a specific situation which warrants a shorter response time than listed. Most Company facilities operate 24 hours per day 7 days per week and the maintenance service provider must respond accordingly. Should Contractor encounter a condition not outlined in the Service Response Time Matrix or be uncertain as to the appropriate Service Response Time for a given condition, Contractor will contact their Company representative for clarification. Contractor will make all reasonable efforts to ensure the highest percentage of repairs are completed on the first visit. Contractor will verify work completion, collect, maintain, analyze and report job data with an objective of reducing overall maintenance costs for the retail Stores while maintaining the highest possible operational status of retail equipment and image of the retail facility. Company expects Contractor to complete at least 80% of the work within the established Response Times and at least 90% of the work within the established Repair Times.

Service Response times are detailed and given with each Request For Service. Service Response Times are labeled "Required Arrival Time" and they are based on trade and urgency. Examples: Emergency responses range from 1 hour to 4 hours based on hazards or safety. Normal responses range from 24 hour to 48 hours based on client service / sales needs.

5. **Excavations and Underground Installations**

Work requiring excavation and/or breaking of concrete or paving requires prior Exxon authorization and approval. Exceptions to this policy include the repair of customer air and water facilities where minor excavation and/or concrete breaking may be conducted to replace/repair the air and/or water line quick-connects or minor irrigation repairs where hand digging is accomplished. ALL OTHER EXCAVATION AND CONCRETE OR PAVING REAKING NEEDS PRIOR EXXON APPROVAL. When the need to excavate is identified the Maintenance Engineer is to be notified immediately. The Vendor or Vendor's Contractor will try to locate the site as-built drawings in order to locate all underground piping, conduits and utilities. In addition, a utility locator service shall be employed to surface mark all known utilities. In all cases

_____

subsurface delineation using hand techniques is required to a depth of 4 feet (8 feet within the critical zone around the underground components of the dispensing system) in order to avoid damage to underground product lines and conduits. Vendor is required to receive Exxon Environmental Engineering's "Selecting Safe Boring Locations" training and view associated video prior to performing and/or dispatching work requiring excavation or underground installation.

6. **Reporting Requirements for Environmental/Safety Incidents**.

IMMEDIATELY UPON DISCOVERY, CONTRACTOR SHALL REPORT TO IPT ANY AND EVERY OCCURRENCE WHICH MIGHT BE CONSIDERED AN ENVIRONMENTAL OR SAFETY INCIDENT, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL RELEASES AND ALL ELECTRONIC MONITOR SYSTEM ALARMS

7. Critical Safety Device Procedure.

At a minimum, Contractor will follow the most current IPT Critical Safety Device Procedures.

8. **Replacement or Disassembly**

Upon performance of Services relative to a product line or associated component (shear valve, STP connection, etc.) Involving replacement or disassembly of said components(s), Contractor shall place the product line out of service until a passing precision test is performed.

9. **Required Equipment**

Vendor and Contractors performing dispensing and service work must have the following equipment at all times on every dispensing and service vehicle:

All Vendors and Contractors performing work on IPT managed, ExxonMobil property must have the following:
 Two (2) 20 lb. ABC fire extinguishers
 First Aid Kit
 Orange Vests if working around vehicle traffic
 Steel Tip Boots
 Hard hat if overhead hazards present
 Long Pants – NO SHORTS WILL BE WORN WHILE WORKING ON XOM PROPERTY
 No tank tops
 Appropriate Eye protection per OSHA standards
 Appropriate Hearing protection per OSHA standards
 Appropriate Hand protection per OSHA standards

Vendors and Contractors performing dispensing and Service Work:
 Absorbent material capable of absorbing at least one (1) gallon of product
 The following minimum quantities of equipment must be available for immediate dispatch to any location covered by this Contract:

- Four (4) 2'x2' sewer inlet covers for use in preventing product entry
- 20 feet of non-absorbent containment boom to contain or divert product
- Two (2) clean 55-gallon drums, with proper waste labels, to store product or used absorbent materials
- Small hand or explosion-proof electric pump for product transfer

These items are subject to reasonable change by Exxon upon notice to the Contractor.

10. **Safety Requirements**

Contractor must attend an “Annual Contractor Safety” meeting every year. Meetings are held throughout the country. Contractor will be notified in advance of meeting location and date. Failure to attend one meeting per year will prevent contractor from being utilized on XOM property.

11. **Material Safety Data Sheets (MSDS)**

Service Providers must maintain and have ready on their service vehicles the related “MSDS” sheets associated to the chemicals they carry and use on ExxonMobil locations.

12. **Contractor Drug and Alcohol Policy Requirements - Low Exposure** -

Contractor’s employees, agents, and subcontractors (Contractor Personnel) shall not be under the influence of, use, possess, distribute or sell alcoholic beverages, or illicit or controlled drugs for which the person has no valid prescription, use, possess, distribute or sell drug paraphernalia, or misuse legitimate prescription or over-the counter drugs on the real or tangible personal property of IPT or any of its customers (IPT Property). Under the Influence means: (1) the presence of: (a) illicit or controlled drugs or mood or mind altering substances, (b) prescribed drugs that are used in a manner inconsistent with the prescription, (c) alcoholic beverages, or (d) metabolites of any of them in body fluids above the cut-off level established by Contractor’s Policy; and/or (2) the presence of any of those substances that affects an individual in any detectable manner. The symptoms of influence may be, but are not limited to, slurred speech or difficulty in maintaining balance. Contractor has adopted, or will adopt, its own policy to assure a drug and alcohol free work place on IPT Property (“Contractor’s Policy”).
Contractor will permanently remove any Contractor Personnel who violates Paragraph 1 on IPT Property.
Contractor will remove any Contractor Personnel from IPT Property any time Contractor or IPT suspects that individual

_____

of alcohol/drug use, or any time an incident occurs where drug or alcohol use could have been a contributing factor. An individual so removed will be allowed to return to IPT Property only after Contractor conducts alcohol and drug testing on the individual as soon as possible following the individual's removal from IPT Property, and Contractor certifies in writing the test identification number, the individual's social security number, the test date and time, and a negative test result. On that written certification Contractor will include a consent signed by the individual permitting disclosure to IPT of the test result. Contractor will not use an individual to perform work for IPT who either refuses to take, or tests positive in, any alcohol or drug test.

- Contractor's Policy and its implementation shall prohibit contractor and contractor's personnel from using, possessing, selling, manufacturing, distributing, concealing, or transporting on IPT Property any contraband, including firearms, ammunition, explosives, and weapons.
- IPT may, without prior notice, search the person, possessions, and vehicles of Contractor Personnel on IPT Property. Any person who refuses to cooperate with such search will be removed from IPT Property and not allowed to return.
- Contractor will comply with all applicable federal, state and local drug and alcohol related laws and regulations, e.g., Department of Transportation regulations, Department of Defense Drug-Free Workplace Act of 1988.
- IPT shall have the right to perform unannounced audits of Contractor's alcohol and drug program to verify that Contractor's Policy and enforcement is acceptable to IPT management.

13. **Contractor Drug, Alcohol and Contraband Policy Requirements**

1. Purpose

To insure a safe, healthy, and productive work environment for the employees of Contractor and IPT and others on IPT Property, to protect IPT Property and assets, and to ensure efficient operations, Contractor shall have and enforce a written policy on drugs, alcohol, and other prohibited items that, at a minimum, meets the requirements outlined below ("Contractor's Policy").

2. Definitions

A. *Contractor Personnel* -- any of Contractor's employees, agents, subcontractors or subcontractors' employees working on IPT Property.

B. IPT Property -- All real or tangible personal property, including facilities, buildings, vehicles, products and equipment either owned or controlled by IPT or any of its customers.

C. *Prohibited Substances* -- (1) illicit or unprescribed drugs, controlled substances and mood or mind altering substances, (2) prescribed drugs used in a manner inconsistent with the prescription, and (3) alcoholic beverages.

D. *Reasonable Suspicion* - A belief based on objective and articulable facts sufficient to lead a supervisor to suspect.

E. *Under the Influence* -- (1) the presence of a Prohibited Substance, or metabolites of a Prohibited Substance in body fluids above the cut-off level established by Contractor's Policy, or other commonly accepted cut-off level and/or (2) the presence of a Prohibited Substance that affects an individual in any detectable manner. The symptoms of influence may be, but are not limited to, slurred speech or difficulty in maintaining balance.

3. Prohibitions

Unless specifically authorized in writing by IPT, Contractor's Policy and its implementation shall prohibit Contractor and Contractor Personnel from the following:

A. Using, possessing, selling, manufacturing, distributing, concealing, or transporting on IPT Property any of the following items:
   - i. Any Prohibited Substance;
   - ii. Contraband, including firearms, ammunition, explosives, and weapons;
   - iii. Illicit drug equipment or paraphernalia.

B. While on *IPT Property* possessing or using prescription drugs or over-the-counter medication that may cause impairment except when all of the following conditions have been met:
   - i. Prescription drugs have been prescribed by a licensed physician for the person in possession of the drugs.
   - ii. The prescription was filled by a licensed pharmacist for the person possessing the drugs.
   - iii. The individual notifies his supervisor, if he will be in possession of, or using, impairment-causing prescription drugs or over-the-counter medication and appropriate steps are taken to accommodate the possibility of impairment, including but not limited to, removal from work for the period of possible impairment.

C. Being Under the Influence of Prohibited Substances while performing any work for IPT.

D. Switching or adulterating any urine, blood or other sample used for testing.

E. Performing work for IPT if that person has tested positive, or refused testing, in any employment-related test except that Contractor Personnel seeking access to IPT Property may be considered if the positive employment-related test in question was an initial pre-employment test administered more than twelve months before and the employee will not perform in a designated-like position. The prohibition in part 3(E) will not apply to Contractor Personnel seeking access to IPT Property for low-exposure positions whose employment-related positive test did not occur during employment on IPT Property, or work.

F. Upon request Contractor will certify in writing that it has enforced all provisions of Paragraph 3.

4. Searches and Inspections

On IPT Property IPT may, at any time, have IPT supervisors, Contractor supervisors and/or authorized search and inspection specialists, including scent-trained animals, conduct unannounced searches and inspections of Contractor and/or Contractor Personnel and their property; that property may include, but is not limited to, the following: wallets, purses, lockers, baggage, offices, desks, tool boxes, clothing, and vehicles.

_____

5. Testing

A. Categories

All Contractor Personnel shall be assigned to one of the following categories based on the individual's job function:

Comparable-to-Designated: Has a high exposure to a catastrophic operational incident; has a direct role in operations where failure could result in serious harm to public or employee well-being, company assets, or the environment; and has no direct or very limited supervision available to provide operational checks.

Safety-Sensitive: Has a high exposure to catastrophic operational incident and has access to operations where failure could result in serious harm to public or employee well-being, company assets, or the environment.

Low-Exposure: Has an indirect role and no access to operations where failure could result in serious harm to public or employee well-being, company assets or the environment. All positions are "safety-sensitive" unless a position, or positions, is/are identified as "low-exposure" or "comparable-to-designated" in Attachment 1 to this exhibit. If during the course of this contract, IPT determines that additional positions require treatment as "low-exposure" or "comparable-to-designated," IPT may at its sole discretion, after notifying the Contractor of a change, or changes, modify Attachment 1. IPT must confirm the modification in writing.

Contractor shall ensure that alcohol and drug tests are conducted according to the following requirements as defined in Paragraph B below:

Reasonable Job Category	Suspicion	Post-Incident	Pre-Access	Random
Comparable-to-Designated	X	X	X	X
Safety-Sensitive	X	X	X	
Low-Exposure	X	X		

In addition, executives of Contractor are encouraged to be subject to the same random alcohol and drug testing program that they require of their employees to demonstrate commitment to a substance-free workplace.

B. Requirements

i. Pre-Access Testing:

a. Each Contractor Personnel requiring pre-access testing must have received a negative result on a comprehensive alcohol and drug test within the 12 months preceding that Contractor Personnel's first access to IPT Property. In addition each Contractor Personnel requiring pre-access testing must have received a negative result on a comprehensive alcohol and drug test in any calendar year in which that Contractor Personnel performs work on IPT Property. Upon IPT's request Contractor shall so certify in writing. Contractor shall not send laboratory test results to IPT.

b. A single letter certifying negative test results for all Contractor Personnel requiring site access is preferred.

c. Contractor will provide no information to IPT identifying individuals who have positive pre-access tests.

ii. Random Testing:

a. Contractor Personnel requiring random testing must be subject to unannounced and continuous random selection and testing for Prohibited Substances while performing work for IPT.

b. The number of tests randomly conducted during each calendar year must be at least the current DOT required percentage or, where testing is not required by DOT, at least fifty percent (50%) of the number of Contractor Personnel in the random selection pool.

iii. Post-Incident Testing:

a. If Contractor or IPT determines from the best information available immediately after a work-related incident that performance of one or more Contractor Personnel contributed to the incident, or cannot be completely discounted as a contributing factor to the incident, Contractor shall remove that/those individual(s) from IPT Property and surrender his/her/their site credentials to IPT. For purposes of this part "incident" means an incident that caused personal injury requiring medical treatment beyond first aid administered at the work site, or property damage of more than $1000, or an incident that carried the potential for serious personal injury or significant property damage.

b. An individual so removed will be allowed to return to work on IPT Property only after Contractor conducts alcohol and drug testing on the individual as soon as possible following the individual's removal from the site, and the Contractor certifies in writing the test identification number, the individual's social security number, the test date and time, and a negative test result. On that written certification the Contractor will include a consent signed by the individual permitting disclosure to IPT of the test result. See Attachment 2.

iv. Reasonable Suspicion Testing:

a. Upon Reasonable Suspicion of Contractor or IPT that a Contractor Personnel is Under the Influence of a Prohibited Substance while on IPT Property, Contractor shall remove the individual from IPT Property and surrender his/her site credentials to IPT.

b. An individual removed from IPT Property for Reasonable Suspicion will be allowed to return to work on IPT Property only after Contractor conducts alcohol and drug testing on the individual as soon as possible following the individual's removal from the site, and the Contractor certifies in writing the test identification number, the individual's social security number, the test date and time, and a negative test result. On that written certification the Contractor will include a consent signed by the individual permitting disclosure to IPT of the test result. See Attachment 2.

_____

C. Contractor's Policy will specify substances, and threshold levels that comply, at a minimum, with the Department of Transportation (DOT) alcohol and drug testing regulations. Contractor shall adopt collection, chain-of-custody and other related procedures consistent with sound industry practice. Contractor will include alcohol in any test panel regardless of any lesser DOT requirement. Contractors that do not have an existing program are strongly encouraged to adopt IPT's alcohol and drug testing standards.

D. Contractor shall use only testing laboratories that are properly certified under a recognized state or national program.

6. Non-Compliance

Any Contractor Personnel found in violation of Contractor's Policy or who refuse to cooperate with the searches and tests included in Contractor's Policy shall be permanently removed by Contractor from IPT Property and from performing work for IPT. Contractor must immediately notify IPT that the individual has become "disqualified under Exhibit H". Contractor will immediately review with IPT the nature of the work previously performed by the individual. At IPT's request Contractor shall, at its sole cost and risk, inspect all work in which the individual may have participated, and submit a written report to IPT that documents the inspection, any findings, and the actions taken to assure all deficiencies have been corrected.

7. Drug Awareness

Contractor warrants that Contractor Personnel performing work have each been fully informed of the requirements of this Exhibit and Contractor's Policy, and that before beginning work each has signed a written certification that he has been so informed and agrees to be bound by those requirements.

8. Exemptions

Local IPT management may, at its sole discretion, grant certain exemptions to Contractor from the requirements of Contractor's Policy. Exemptions are valid only if in writing. No exemption will be construed by Contractor as a promise of any future exemptions. Any exemption granted to Contractor may be revoked by local IPT management at any time.

9. Special Provisions -- IPT-Approved Consortium

Enrollment in, and maintenance of, "active status" in an IPT-approved consortium that requires pre-enrollment testing and continuously subjects active members to random drug and alcohol testing at an annual effective rate of at least 50% will be recognized as satisfying IPT's pre-access and random testing requirements. Upon request, IPT will provide Contractor with a list of all approved consortiums. Contractor may request approval by IPT of other consortiums.

10. Applicable Laws

Contractor shall comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., DOT regulations, Department of Defense (DOD) Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988).

11. Audit

A. Contractor shall keep records required by this exhibit available for inspection by IPT during the term of this agreement and for a period of three (3) years after its termination.

B. IPT shall have the right, at its discretion, to perform unannounced audits of the Contractor's alcohol and drug program to verify that Contractor's policy and its enforcement comply with these guidelines.

C. At IPT's request Contractor will provide separate lists of Contractor Personnel (including name and Social Security Number) who were eligible for IPT work on a date specified by IPT in Safety-Sensitive Contractor Positions or Jobs Comparable to Designated Positions. Upon further request, Contractor will provide IPT with the following information on each alcohol and drug test conducted for each Contractor Personnel identified by IPT from those lists:

1) date of and type of test (e.g. random, pre-access)

2) laboratory chain-of-custody identification number and/or test number. Contractor will obtain an agreement from any consortium, specimen collection service, laboratory and/or Medical Review Officer providing drug/alcohol testing services under this agreement that upon submission by IPT of a list, or lists, of Social Security Numbers, chain-of-custody ID numbers and test dates:

1) the laboratory will verify that the tests were conducted as represented; and

2) the laboratory and/or Contractor Medical Review Officer will provide a sworn statement that each of the tests identified by IPT were confirmed as negative or that it/he cannot so swear.

_____

Attachment 1

Job Categories and Exemptions
All Contractor Personnel will be working in Safety Sensitive positions except those shown below.
The following positions and/or personnel will be considered in jobs Comparable to IPT “Designated”:

–

–

–

–

–

–

The following positions and/or personnel will be considered in jobs that are Low Exposure:
See Exhibit A Attachment 1 for Work Activities Drug & Alcohol Job Designations - Safety Sensitive and Low Exposure Job Designation for Managed Maintenance Services Contract_

–

–

–

–

–

IPT management has approved the following exemptions from Contractor’s Drug and Alcohol requirements:

_____

Attachment 2

Contractor Reasonable Suspicion / Post-Incident

Disclosure Consent and Certification

_____	_____	_____
Contractor Personnel Printed Name	Contractor Personnel Social Security Number	Test ID #

Consent and Authorization for Disclosure to IPT of Drug Test Result and Related Information

I hereby ***consent to disclosure*** by Contractor and its agents, including, but not limited to, any collecting and testing agencies, of the test result identified above and any related information to IPT and/or IPT authorized agents, assigns or representatives.

_____ _____

Contractor Personnel Signature Date

Certification of Laboratory Test Result

_____ certifies that the individual shown above was tested on _____
(Date)

at _____ and that the result of the required laboratory alcohol and drug test was negative.
(time)

_____ _____

Authorized Contractor Representative Signature

_____ _____

Title Date