

**ENGINEERING SERVICES MASTER AGREEMENT (AMUSA-106)
FOR ARCELORMITTAL COMPANIES IN THE USA (February 2013)**

This **ENGINEERING SERVICES MASTER AGREEMENT** for engineering, design, architectural and related professional services ("Engineering Service Work") is made is made this _____, between _____,
(Date)

Full Legal Name of environmental contractor ("Engineering Services Contractor")	Full Legal Name of ArcelorMittal Company ("Owner Signatory")	
State of Incorporation	State of Incorporation	
Address of Engineering Services Contractor	Address of Owner Signatory	
Engineering Services Contractor Signature	Owner Signatory Signature - Procurement	Owner Signatory Signature - Operations
Title – Printed	Title – Printed	Title – Printed
Officer Name-Printed	Officer Name – Printed	Officer Name – Printed

For good and valuable consideration, the receipt of which is hereby acknowledged, intending to be legally bound, Owner and Engineering Services Contractor agree as follows:

1. a. The "Safety Handbook" shall mean the Contractor Safety, Health and Environment Handbook, as amended from time to time, and accessible at: <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp>.
- b. The "AMUSA-106 General Terms Engineering Service Contracts" shall mean the AMUSA-106 General Terms and Conditions Engineering Service Contracts for Mittal Steel USA Companies, as amended from time to time, and accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp>
- c. A "Purchase Order" under this Engineering Services Master Agreement shall mean a document identified as a "Purchase Order," "Order," or "Blanket Order," specifying (i) the nature and scope of engineering services for the Engineering Services Contractor to perform (the "Engineering Service Work"), (ii) the price (or manner for calculating the price) to be paid to Engineering Services Contractor for performing the Engineering Service Work and payment terms therefor (the "Contract Price"), and (iii) the schedule or other statement of when the Engineering Services Contractor is to perform the Engineering Service Work (the "Contract Schedule").
- d. The "Other Contractual Documents", individually and collectively, shall mean other documents that the Owner may issue from time to time as contemplated under the documents listed in Subparagraphs a, b or c above.
2. From time to time, Owner may, but is not obligated to, issue one or more Purchase Orders to Engineering Services Contractor.
3. Engineering Services Contractor may, but is not obligated to, accept a Purchase Order either by express acceptance thereof or by beginning performance of the Engineering Service Work specified therein or by not rejecting the Purchase Order within five (5) business days of receipt. Each Engineering Services Contractor acceptance of a Purchase Order shall create a separate binding and enforceable contract (an "Engineering Service Contract") with respect thereto, with each Engineering Service Contract consisting of the Safety Handbook, the AMUSA-106 General Terms Engineering Service Contracts, the Purchase Order (including without limitation the Engineering Service Work, Contract Price and Contract Schedule specified therein) and any Other Contractual Documents; and acceptance shall also be deemed to mean Engineering Services Contractor's acknowledgement that it has read, understands and accepts all terms, conditions and provisions in each of said documents.
4. For each Engineering Service Contract, Engineering Services Contractor shall (i) complete the Engineering Service Work, including without limitation the performing of all work, the providing of all goods and services, and the furnishing of all materials, tools, equipment, labor and supervision, engineering, design, scheduling, procurement, and any other articles and activities necessary or incidental to the timely completion of the Engineering Service Work, (ii) meet the Contract Schedule, and (iii) be paid the Contract Price, all of (i), (ii) and (iii) subject to and in strict compliance with all terms, conditions and provisions of the Engineering Service Contract.
5. In the event any inconsistencies or discrepancies arise among any parts of the Engineering Service Contract and the precedence is not otherwise specified, (i) the Safety Handbook shall take precedence over the AMUSA-106 General Terms Engineering Service Contracts, (ii) the AMUSA-106 General Terms Engineering Service Contracts shall take precedence over the Purchase Order; and (iii) the Purchase Order shall take precedence over the Other Contractual Documents.
6. This Engineering Services Master Agreement shall not be binding unless fully executed by the parties (including dual signatures by Owner).

IN WITNESS WHEREOF, Owner Signatory and Engineering Services Contractor have each executed this Engineering Services Master Agreement by causing their duly authorized representative(s) to affix their signature(s) above.

AMUSA-106

**GENERAL TERMS AND CONDITIONS
ENGINEERING SERVICE CONTRACTS
FOR
ARCELORMITTAL COMPANIES IN THE USA (February 2013)**

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EXHIBIT A/AMUSA-106 ENGINEERING SERVICE CONTRACTS

Final Release and Waiver of Right to Lien

SECTION 1. DEFINITIONS

(a) As set forth in the Execution Sheet for the Engineering Master Services Agreement executed by Engineering Services Contractor (the "Execution Sheet") all Engineering Service Contracts, each of which shall be referred to individually as this "Engineering Service Contract," consists of the following documents:

(i) The Contractor Safety, Health and Environmental Handbook (the "Safety Handbook"), accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp>, as amended from time to time.

(ii) These AMUSA-106 General Terms Engineering Service Contracts, accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp>, as amended from time to time; and

(iii) Any other terms, conditions and provisions in (A) any other documents attached to the Purchase Order applicable hereto, including without limitation (1) the Statement of Work, (2) the Contract Schedule, and (3) the Contract Price; and (B) any Other Contractual Documents.

(b) Unless otherwise defined in a document taking precedence over these AMUSA-106 General Terms Engineering Service Contracts, capitalized terms shall have the following definitions throughout this Engineering Service Contract:

(i) "Applicable Laws" shall mean all local, state and federal ordinances, codes, rules, regulations, specifications and laws, including without limitation environmental laws, regulations and standards, safety and building codes, and emergency planning and community right-to-know laws that are (i) currently applicable to Engineering Services Contractor's performance of the Work and to all services to be provided to Owner under this Engineering Service Contract, or (ii) scheduled to become applicable with the passage of time.

(ii) "Change Orders" shall have the meaning set forth in Section 6 of these AMUSA-106 General Terms Engineering Service Contracts.

(iii) "Claims" shall mean any and all claims, actions, suits, demands, arbitrations and causes of action or other similar activity made, filed, done or attempted or submitted for or on account of any actual or alleged liabilities, losses, damages, fines, penalties, awards, judgments, decrees, orders, holdings, determinations, opinions, costs and expenses of every kind and amount whatsoever (including without limitation reasonable attorney's fees), on account of or as a result of any actual or alleged loss of, damage to or defect in property or any actual or alleged illness or injury, including death, of one or more persons.

(iv) "Completion Date" shall have the meaning specified in the Purchase Order applicable to this Engineering Service Contract.

(v) "Contract Price" shall have the meaning specified in the Purchase Order applicable to this Engineering Service Contract.

(vi) The "Contract Schedule" shall have the meaning specified in the Purchase Order applicable to this Engineering Service Contract.

(vii) "Engineering Services Contractor" shall mean the party or parties identified as Engineering Services Contractor on the Execution Sheet, and, solely for purposes of

- specifying the Engineering Services Contractor's obligations under this Engineering Service Contract, shall include the Engineering Services Contractor's employees, agents, Subcontractors (as hereinafter defined) and Suppliers (as hereinafter defined) at any tier.
- (viii) "Engineering Services Master Agreement" shall mean the "master-type" agreement executed by Engineering Services Contractor and Owner on the Execution Sheet in order to establish the terms, conditions and provisions for entering into one or more Engineering Service Contracts.
 - (ix) "Job Site" shall mean the location at Owner's facility where the Project that is the subject of the Engineering Services Contractor's Work is to be performed, installed or erected.
 - (x) "Owner" means the Mittal Steel USA Inc. entity identified as Owner on the Execution Sheet.
 - (xi) "Owner Companies" shall mean Owner and any person or entity directly or indirectly controlling, controlled by, or under common control of Owner.
 - (xii) "Owner's Authorized Representative" shall mean any person whom Owner designates to Engineering Services Contractor in writing as the Owner's Authorized Representative.
 - (xiii) "Owner's Engineer" shall mean any person whom Owner designates to Engineering Services Contractor in writing as the Owner's Engineer.
 - (xiv) "Owner's Indemnitees" shall mean Owner, all Owner Companies and each of their respective directors, officers, employees and agents.
 - (xv) "Parties" shall mean Owner and Engineering Services Contractor.
 - (xvii) "Plans and Specifications" shall mean plans and/or specifications that depict and/or specify in the normal and customary usage of the trade a facility, building, item of equipment or machinery, system or the like and the operational requirements and quality standards for construction, fabrication, erection, installation, operation and maintenance thereof and all components thereof, including without limitation all technical or engineering requirements relating thereto.
 - (xvii) The "Project" shall mean an existing or proposed facility, building, item of equipment or machinery, system or the like that is the subject of the Engineering Services Contractor's Work contemplated in connection with this Engineering Service Contract.
 - (xviii) The "Purchase Order" shall mean the purchase order issued by Owner to Engineering Services Contractor, as set forth in the Engineering Services Master Agreement, as a condition to and a necessary element of the creation of this Engineering Service Contract.
 - (xix) "Subcontractor" shall mean any person or company contracting directly with or indirectly through Engineering Services Contractor at any tier to furnish Engineering Services Contractor with any services under this Engineering Service Contract.
 - (xx) "Supplier" shall mean any person or company contracting directly with or indirectly through Engineering Services Contractor to supply goods under this Engineering Service Contract.

- (xxi) The "Statement of Work" shall have the meaning specified in the Purchase Order applicable to this Engineering Service Contract.
- (xii) The "Work" shall have the meaning specified in the Purchase Order applicable to this Engineering Service Contract.

SECTION 2. GENERAL PROVISIONS

- (a) These AMUSA-106 General Terms and Conditions Engineering Service Contracts contain provisions of general applicability to certain Engineering service Projects undertaken by any Owner Company, including without limitation any direct or indirect subsidiary.
- (b) This Engineering Service Contract represents the entire agreement of the parties with respect to the subject matter hereof; and no agreement or understanding in any way modifying this Engineering Service Contract (including change orders) shall be binding upon Owner or Engineering Services Contractor unless made in a writing that both (i) states that it amends this Engineering Service Contract, and (ii) is signed by an authorized representative of each of Owner and Engineering Services Contractor. All other agreements or alleged agreements and any proposals made prior to this Engineering Service Contract are hereby superseded. Any reference whatsoever to, or any incorporation in any way whatsoever of, any bid, proposal, offer or quote of Engineering Services Contractor in any part of this Engineering Service Contract shall mean and include no more than the price, schedule, quantity and/or quality terms of Engineering Services Contractor's bid, proposal, offer or quote, as applicable, and shall expressly exclude any of Engineering Services Contractor's general terms and conditions of sale.
- (c) Any captions used in this Engineering Service Contract are for convenience only and shall not be considered a part of or affect the construction or interpretation of any term, condition or provision of this Engineering Service Contract.
- (d) It is the intent of the parties that whenever possible, each term, condition and provision of this Engineering Service Contract shall be interpreted in such manner as to be effective and valid under Applicable Laws, and that if any term, condition or provision of this Engineering Service Contract shall be rendered ineffective by or found to be invalid under Applicable Laws, such term, condition or provision shall be deemed ineffective or invalid only to the minimum extent necessary, without invalidating the remainder of such provision or the remaining provisions of the Engineering Service Contract.
- (e) All documentary parts of this Engineering Service Contract are complementary; what is called for by one part is as binding as if called for by all. If Engineering Services Contractor finds a conflict, error or discrepancy in any parts of this Engineering Service Contract, Engineering Services Contractor shall notify Owner before proceeding with the Work affected thereby.
- (g) Except as otherwise expressly specified in this Engineering Service Contract, Engineering Services Contractor shall provide and pay for all goods, services, utilities and facilities necessary for the execution and timely completion of the Work.
- (h) The failure of either Party to enforce at any time any of the terms, conditions and provisions of this Engineering Service Contract or to require at any time performance by the other Party of any of the other Party's obligations shall in no way be construed to be a present or future waiver of such provisions or in any way to affect the validity

of this Engineering Service Contract or any part hereof, or the right thereafter to enforce each and every such term, condition and provision. The express waiver (whether one or more times) by either Owner or Engineering Services Contractor of any term, condition or provision of this Engineering Service Contract shall not constitute a waiver of any future obligation to comply with such term, condition or provision.

- (j) In the event any inconsistencies or discrepancies arise among any parts of this Engineering Service Contract and the precedence is not otherwise specified, (i) the Safety Handbook shall take precedence over the AMUSA-106 General Terms Engineering Service Contracts, (ii) the AMUSA-106 General Terms Engineering Service Contracts shall take precedence over the Purchase Order; and the Purchase Order shall take precedence over the Other Contractual Documents.
- (k) Nothing herein requires Owner to order any services from Engineering Services Contractor or confers upon Engineering Services Contractor any exclusive right to provide any services to Owner.
- (l) Any moneys due for services furnished hereunder may at Owner's option be applied by Owner to the payment of any sums owed by Engineering Services Contractor to any Owner Companies.
- (m) This Engineering Service Contract was arrived at through good faith, arms-length negotiations, and any ambiguity shall not be construed against either Party.
- (n) Unless expressly provided otherwise herein, nothing in this Engineering Service Contract is intended to confer any rights or remedies upon any persons other than Owner and Engineering Services Contractor and their respective successors and permitted assigns or to relieve or discharge the obligation or liability of any persons other than Owner and Engineering Services Contractor or to give any third person any right of subrogation, claim or cause of action against Owner or Engineering Services Contractor.
- (o) This Engineering Service Contract is a contract to provide only engineering services and only for one or more Projects as specified in one or more Purchase Orders. This Engineering Service Contract shall not be used to provide or otherwise applicable to the provision of engineering services by so-called "loaned employees" or the like, i.e., employees of Engineering Services Contractor who are assigned on a full-time or substantially full-time basis for work under the direction and supervision of Owner; and any such provision of engineering services shall only be accomplished pursuant to a separate contract or purchase order. Also, unless otherwise provided in the Purchase Order, in instances where, in addition to engineering services, Engineering Services Contractor is to provide goods to Owner, Engineering Services Contractor and Owner shall enter into a separate contract or purchase order in connection with such provision of goods.

SECTION 3. SUSTAINABLE DEVELOPMENT; SAFETY

- (a) Within the framework of sustainable development, Owner is strongly committed in terms of safety, health, social dialogue and environment. Engineering Services Contractor shall provide Owner with Work that wholly meets the safety, health and environmental rules specified by Applicable Laws or by Owner itself. Moreover the principles stated in the United Nations Global Compact Treaty being of paramount importance for Owner, Engineering Services Contractor is invited to take all necessary

steps in order to support the United Nations Global Compact Treaty (<http://www.unglobalcompact.org>).

- (b) Furthermore, during the whole performance of this Engineering Service Contract, Engineering Services Contractor shall comply and have its Subcontractors fully comply with all such rules and particularly with those required by Applicable Laws or the Safety Handbook or other rules especially applicable at the Job Site. Disregard for, or multiple or continued violations of, the Safety Handbook or any other applicable safety rules shall be deemed to be a material breach of this Engineering Service Contract. Safety at work, in particular safety of Owner's personnel and those of its suppliers, contractors, and visitors, is a mandatory priority for Owner, and as a fundamental value, no priority may override safety. As a consequence, Owner will not retain contractors failing to reach high safety requirements and not fully complying with safety rules. Engineering Services Contractor fully endorses these policies and adopts them as its own, insofar as they relate to the performance of its obligations under this Engineering Service Contract. Engineering Service Contractor's signature on the Execution Sheet and the acceptance of any Order shall constitute a representation and warranty by the Engineering Service Contractor that it has (i) accessed, printed, read, distributed as necessary, and understood the Safety Handbook, (ii) investigated the scope and nature of the Work specified in the Order and the location which is the subject of the Work, and (iii) concluded that it can perform the Work in accordance with the Safety Handbook and that Engineering Services Contractor can deliver a work product that is consistent with and can be implemented in accordance with the Safety Handbook.
- (c) Unless otherwise specified in the Statement of Work or directed by Owner, Engineering Services Contractor shall control access of all of its and its Subcontractors employees, agents and invitees to the Job Site and be responsible for all such persons and the Work at the Job Site. In connection with its performance of the Work, Engineering Services Contractor shall continuously protect all such persons and their property from injuries, damage or loss. Having fully investigated the Job Site, the character of the Work and the conditions under which the Work must be performed, the Engineering Services Contractor represents that it will be able to meet all safety requirements of this Engineering Service Contract.
- (d) Engineering Services Contractor shall use only duly inspected and certificated equipment and duly licensed operators where required.
- (e) Engineering Services Contractor shall furnish its personnel with all required protective equipment and enforce the use of such equipment. Owner shall have the right to bar access to Owner's premises of any person who does use required protective equipment or otherwise comply in all respects with the Safety Handbook or other applicable safety rules. When applicable to the Work, Engineering Services Contractor shall provide and maintain guard fences, lights and other protective facilities as required by the Safety Handbook or any public authorities or as reasonably directed by Owner's safety personnel.
- (f) Engineering Services Contractor shall (i) duly and immediately inform Owner of any accident, personal injury, accidental contamination, hazardous product and/or pollution occurring on or nearby the Job Site noted or discovered by the Engineering Services Contractor during performance of the Work, and (ii) take all appropriate measures and actions to mitigate the consequences which arise or which may arise therefrom and for which Engineering Services Contractor is or may otherwise be liable under this Engineering Service Contract.

- (g) The Work shall only begin after the preparation of a prevention and safety plan by Owner, Engineering Services Contractor, and any subcontractor or third party involved in accordance with Applicable Laws. Engineering Services Contractor's access to the Job Site shall be subject to (i) Engineering Services Contractor having previously obtained from Owner all required authorizations of the Work (in particular in relation to safety matters) according to the Safety Handbook and any other rules applicable to the Job Site, and (ii) all Engineering Services Contractor's staff (including its Subcontractors' staff) with access to the Job Site having previously and successfully attended a safety introduction meeting for the Work.
- (h) Except expressly agreed in this Engineering Service Contract, Engineering Services Contractor shall monthly release to Owner a report stating accident rates and gravity and frequency indicators or any other safety indicators agreed between the Parties. Engineering Services Contractor's rates and indicators shall fully comply with the ones agreed between the Parties throughout the duration of the Engineering Service Contract. If not, then, within a two (2) months time period starting from the date of non-compliance as stated in the monthly report, Engineering Services Contractor shall propose to Owner an action plan providing corrective measures to remedy the non-compliance and shall implement the action plan. Notwithstanding this obligation, the Parties shall meet before the end of the two-month time period, and Engineering Services Contractor shall take all necessary actions to remedy the non-compliance. Engineering Services Contractor shall be responsible for the success, consequences and all costs of deploying and implementing the action plan. If despite a reasonable time period, after the deployment of the action plan the safety rates remain under the expected levels, Owner may in its sole discretion either or both (i) assess liquidated damages for Engineering Services Contractor's non-compliance to the extent specified in this Engineering Service Contract, and/or (ii) consider, as set forth in Section 18(b) hereof, Engineering Services Contractor's non-compliance to be a cause for termination of this Engineering Service Contract for Engineering Services Contractor's breach.
- (i) Upon Owner's request, Engineering Services Contractor shall attend all safety meetings held by Owner relating to the Work.

SECTION 4. COMPLIANCE WITH LAWS, CODES AND POLICIES

- (a) Engineering Services Contractor shall unconditionally familiarize itself with and comply with all Applicable Laws. The Engineering Services Contractor shall strictly comply with all Applicable Laws in performing the Work; and all services supplied by the Engineering Services Contractor shall in all respects conform to the requirements of all Applicable Laws, including but not limited to the Americans with Disabilities Act. Unless otherwise expressly provided elsewhere in this Engineering Service Contract, Engineering Services Contractor shall secure and maintain all applicable permits and certifications; and Engineering Services Contractor shall comply with all reporting requirements required by any Applicable Laws. Engineering Services Contractor shall provide Owner with copies of all documents submitted to any governmental entity in connection with the Work or in compliance with any Applicable Laws.
- (b) In the event a change is enacted to any Applicable Laws after the effective date of this Engineering Service Contract (a "Change in Law") (other than a change scheduled on or before the effective date of this Engineering Service Contract to become applicable with the passage of time) and such Change in Law directly and materially adversely affects Engineering Services Contractor's performance of its obligations under this Engineering Service Contract, Engineering Services Contractor shall notify Owner in writing and make a reasonable proposal for complying with the Change in Law,

including the estimated cost thereof. During the sixty (60) calendar days following delivery of Engineering Services Contractor's notice and proposal, the Parties shall negotiate in good faith to reach agreement as to (i) whether the Change in Law should be challenged, including the scope and manner of such challenge; (ii) the most economical and commercially prudent methods for complying with the Change in Law and; (iii) an equitable allocation of any increased costs that result from complying with the Change in Law and an equitable adjustment of the Completion Date as necessary to allow Engineering Services Contractor to comply with the Change in Law; provided, however, that Owner shall not be liable for any Change in Law that is an increase in an income-related or a generally applicable tax or similar cost that increases Engineering Services Contractor's overhead expenses.

- (c) Engineering Services Contractor shall take all necessary steps, in accordance with good industry practice, to prevent any fraudulent activity by Engineering Services Contractor (including its shareholders, members, directors and employees) and/or by any of Engineering Services Contractor's suppliers, agents, Engineering Services Contractors, subcontractors and/or their employees in connection with the receipt of monies from Owner. Engineering Services Contractor shall notify Owner immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- (d) Engineering Services Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of Owner any gift, commission or other consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Engineering Service Contract or any other agreement(s) with Owner, or for showing or refraining from showing favour or disfavour to any person in relation to this Engineering Service Contract or any other agreement(s) with Owner.
- (e) Engineering Services Contractor warrants that it has not paid commission, nor has agreed to pay commission to any employee, agent, servant or representative of Owner in connection with this Engineering Service Contract or any other agreement(s) with Owner.
- (f) Where Engineering Services Contractor or Engineering Services Contractor's employees, servants, subcontractors, suppliers or agents or anyone acting on Engineering Services Contractor's behalf, engages in conduct prohibited by the provisions here above in relation to any Engineering Service Contract or any other agreement(s) with Owner, Owner shall be entitled to:
 - (i) terminate this Engineering Service Contract and/or said other agreement(s) and recover from Engineering Services Contractor the amount of any loss suffered by Owner resulting from such termination; or
 - (ii) recover in full from Engineering Services Contractor any other loss sustained by Owner in consequence of any breach of these Sections 4(c), (d) and (e) whether or not this Engineering Service Contract and/or said other agreement(s) have been terminated.
- (g) Engineering Services Contractor represents that it has read and understands Owner's "Code of Business Conduct," which is accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArceleorMittal+USA/Procurement/Terms+and+Conditions.asp> and that it has not taken any action inconsistent with or contrary to Owner's Code of Business Conduct in obtaining this Engineering Service Contract. Engineering Services Contractor covenants that it shall not take any action inconsistent with or contrary to Owner's Code of Business Conduct in the performance of this Engineering

Service Contract. Engineering Services Contractor may be in material breach of this Engineering Service Contract for any violation of the foregoing representations or covenant. In the event that Engineering Services Contractor learns of any violation or alleged violation of Mittal's Code of Business Conduct, Engineering Services Contractor shall report the violation or alleged violation by calling the Compliance Hotline Number, which is 1-888-242-7305.

- (h) Any clause required under any Applicable Laws to be included in this Engineering Service Contract shall be deemed to be incorporated by reference into this Engineering Service Contract.
- (i) Without in any way limiting the requirements of this Section 4, the following shall apply to this Engineering Service Contract:
 - (i) The provisions of the Equal Opportunity Clauses at 41 CFR Section 60-1.4(a) and 41 CFR Section 60-250.5(a) and Section 60-741.5(a) are hereby incorporated as terms and conditions of this Engineering Service Contract.
 - (ii) Seller's invoices shall state thereon, "We hereby certify that these services were provided in compliance with all applicable requirements of Section 5, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."
 - (iii) The OSHA Hazard Communication Standard (29 CFR Section 1910.1200 requires that each hazardous chemical in the workplace be properly labeled and accompanied by an appropriate Material Safety Data Sheet ("MSDS"), so, in accordance with the law, Buyer will not pay any invoice for a hazardous chemical unless it is properly labeled upon receipt and Buyer has received an appropriate MSDS.
 - (iv) As applicable, all nonexempt Engineering Services Contractors and vendors will comply with the provisions of 29 CFR Part 470 (Obligations of Federal Engineering Services Contractors and Subcontractors; Notice of Employee Rights Concerning Payment of Union Dues or Fees).

SECTION 5. SCOPE OF ENGINEERING SERVICES

In the event of any disagreement between Engineering Services Contractor and Owner concerning the Work to be performed, Engineering Services Contractor shall nevertheless perform in accordance with the instructions of Owner's Engineer, and the disagreement shall be resolved in accordance with the disputes resolution procedures set forth in Section 9 below. Engineering Services Contractor shall not make any claim for any adjustments on account of a disagreement concerning the Work to be performed unless prior to the commencement of the Work giving rise to such claim Engineering Services Contractor had given Owner written notice of Engineering Services Contractor's intentions to make such claim and an estimate, in as much detail as the circumstances reasonably permit, of the amount thereof.

SECTION 6. CHANGED WORK; CHANGE ORDERS

- (a) "Changed Work" shall mean the provision of services in addition to, less than and/or different from the services included within the Work. At any time prior to the completion of the Work, Owner may require Engineering Services Contractor to perform Changed Work.

- (b) Prior to Engineering Services Contractor's commencement of any Changed Work, Owner and Engineering Services Contractor shall reach agreement on any adjustments in the Contract Price and/or any other adjustments including but not limited to a change in the Contract Schedule reasonably resulting from the Changed Work. Upon such agreement, Owner shall issue necessary and customary documentation (a "Change Order") describing the Changed Work and any such adjustments, the payment for which shall be separately invoiced by Engineering Services Contractor. In the event Owner and Engineering Services Contractor do not reach such agreement, Engineering Services Contractor shall nevertheless perform the Changed Work in accordance with a Change Order issued by Owner indicating a disagreement on adjustments, and the disagreement shall be resolved in accordance with any disputes resolution procedure set forth in Section 9 below. Upon Owner's issuance of a Change Order, Work for all purposes under this Engineering Service Contract shall thereafter mean the Work as modified by the Change Order.
- (c) Engineering Services Contractor shall not make any claim for any adjustments on account of Changed Work unless prior to the commencement of the Changed Work giving rise to such claim Engineering Services Contractor had given Owner written notice of Engineering Services Contractor's intentions to make such claim and an estimate, in as much detail as the circumstances reasonably permit, of the amount thereof.
- (d) In the event that Owner and Engineering Services Contractor agree that it is necessary to perform any Changed Work on a time and material basis, Engineering Services Contractor shall supply Owner with a time and material rate schedule that excludes any charges, rates or costs for all items already included in the charges, rates or costs for unchanged work, which rate schedule shall be subject to approval by the Owner prior to commencement of the Changed Work. Except as otherwise agreed by Owner or inconsistent with or contrary to any other part of this Engineering Service Contract, the provisions of AMUSA-108 Supplementary Terms and Conditions, Time and Material Work for Mittal Steel USA Companies, as amended from time to time, which are accessible at <http://www.arcelormittal.com/NA/Facilities/Americas/ArcelorMittal+USA/Procurement/Terms+and+Conditions.asp> shall apply to any Changed Work performed on a time and material basis.

SECTION 7. TIME OF PERFORMANCE

- (a) Unless otherwise specified in the Contract Schedule, time is of the essence of this Engineering Service Contract, and Engineering Services Contractor shall complete the Work on or before the Completion Date and shall meet any intermediate completion dates specified in this Engineering Service Contract.
- (b) Engineering Services Contractor shall bear the cost of any premium time authorized by Engineering Services Contractor or necessary in order to perform the Work within the time for performance set forth by the Engineering Service Contract, unless Engineering Services Contractor can demonstrate that a delay requiring premium time was caused by Owner. In the event Owner directs Engineering Services Contractor in writing to work at a faster rate so as to complete the Work prior to the Completion Date, Owner shall issue a Change Order reimbursing Engineering Services Contractor for actual premium time, at the rates applicable thereto, on a direct out-of-pocket basis, without further mark-up. Engineering Services Contractor shall invoice separately for any such reimbursable premium time.

SECTION 8. FORCE MAJEURE

Neither party shall be liable for delays in the performance of its obligations caused by the following conditions of "Force Majeure," namely, acts of God or the public enemy, including an embargo, war, fire, flood, earthquake, terrorist attack, epidemic or other calamity, or other cause beyond the reasonable control of the affected party; provided, however, that it is understood between the parties that normal weather conditions, commercial impracticability, or inability to procure labor or materials for any reason other than Force Majeure shall not constitute an excuse for failure to perform the Work within the time for performance required by this Engineering Service Contract. Any party wishing to claim Force Majeure as an excuse for non-performance or failure of timely performance must promptly notify the other party in writing of (i) the nature of the Force Majeure being claimed, (ii) its best estimate of the number of days of delay expected to result therefrom, (iii) the steps it proposes to take to reduce to the minimum the number of days of delay, and (iv) the date on which the Force Majeure claimed as an excuse for non-performance terminates; provided, however, that in no event may either party claim Force Majeure as an excuse for non-performance or failure of timely performance if performance will be delayed for less than five (5) consecutive days. The sole remedy for any permitted delays resulting from Force Majeure shall be an extension of the period of time for performance of those obligations affected by the Force Majeure occurrence for the minimum time period necessary to overcome the effect of such Force Majeure, provided, however, that if a claimed Force Majeure event exceeds more than 30 total days within a six (6) month period the parties agree to meet to decide the next course of action, which may include termination.

SECTION 9. DISPUTES RESOLUTION

- (a) Any dispute arising under this Engineering Service Contract shall upon written notice by either Party to the other Party be submitted to non-binding mediation under the American Arbitration Association's Commercial Mediation Procedures for Large, Complex Commercial Disputes before any litigation on said dispute may be commenced; and any such mediation in which more than \$1,000,000 is in dispute shall include at least one meeting between senior executives of each Party. To the maximum extent commercially practicable, the Parties shall continue to perform this Engineering Service Contract and shall abide by the decision of Owner's Authorized Representative while any mediation and any litigation is pending,
- (b) This Engineering Service Contract shall be governed by the Applicable Laws of the State in which the Project is located, without regard to that State's principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any goods or services delivered or performed under this Engineering Service Contract. The exclusive venue for any legal actions brought by either Party under this Engineering Service Contract shall be the courts of applicable jurisdiction in the State where the Project is located.

SECTION 10. SUBCONTRACTORS AND SUPPLIERS

- (a) Owner shall have the right to approve all Subcontractors employed for the Work. Engineering Services Contractor shall provide Owner the identification of all Subcontractors that Engineering Services Contractor intends to engage in connection with the Work. All Subcontractors Suppliers shall be subject to the terms, conditions and provisions of this Engineering Service Contract, and Engineering Services Contractor shall cause such terms, conditions provisions to be included in all

subcontracts. Owner, at its discretion, may require that Engineering Services Contractor provide Owner with the form (without prices) of any subcontract or other agreement with any Subcontractor or Supplier before the same is awarded. Nothing contained in the Engineering Service Contract shall be construed so as to create any contractual relation between any Subcontractor or Supplier and Owner, nor shall it create any obligation on the part of Owner to pay or guarantee payment of any sums of money to any Subcontractor or Supplier.

- (b) It is the Owner's policy to seek out and utilize the services of minority owned businesses in a manner consistent with their growing capabilities. In keeping with this policy, Engineering Services Contractor shall employ reasonable efforts to utilize minority owned businesses as Subcontractors and Suppliers.

SECTION 11. ENGINEERING SERVICES CONTRACTOR PERSONNEL

- (a) Any employee of Engineering Services Contractor that is objectionable or unsatisfactory to Owner shall be removed from the Work and replaced by an employee satisfactory to Owner.
- (b) Engineering Services Contractor shall indemnify, defend, release and hold Owner's Indemnitees harmless from and against all costs and liabilities arising from any Claims by any labor organization or collective bargaining unit representing, claiming to represent, or attempting to organize Engineering Services Contractor's employees in connection with the Work or otherwise.
- (c) Engineering Services Contractor shall provide to Owner proof of pre-hire 10 panel drug screening per the United States Department of Health and Human Services and/or Department of Transportation regulations for all Engineering Services Contractor and Subcontractor personnel, inclusive of supervision and site management, who shall enter onto any real property owned or controlled by any of Owner's Indemnitees. Where applicable, the area Building Trades drug and alcohol testing programs will be honored and administered. Periodic validation of compliance will be in accordance with the Building Trades local area guidelines or Owner stipulated requirements for that facility. In the event of an accident on any real property owned or controlled by any of Owner's Indemnitees or for other reasonable cause, Owner shall have the right under this Engineering Services Contractor's Agreement to direct the drug screening of any Engineering Services Contractor or Subcontractor employee, agent or invitee.

SECTION 12. WORK TO BE FURNISHED BY OWNER

- (a) Except as otherwise expressly set forth in the Purchase Order, Owner shall have no obligations in respect to the performance of the Work.
- (b) Owner disclaims any representation or warranty as to the accuracy or completeness of reference drawings, if any, furnished by Owner that can be reasonably checked by Engineering Services Contractor before use.

SECTION 13. NOTICES

All notices, consents, requests, reports, communication and other documents required or permitted to be given to a Party under or pursuant to this Engineering Service Contract shall be in writing and shall be deemed to have been fully given to the Party (i) upon personal delivery

confirmable in writing, or (ii) the next business day if sent via a nationally recognized overnight courier service, or (iii) three (3) days after being sent by certified mail, postage prepaid, via the United States Postal Service, or (iv) upon receipt by e-mail or facsimile machine, if receipt by e-mail or facsimile is confirmed and if a confirmation copy is also immediately sent in the manner provided in (i), (ii) or (iii) above, in each case to the address set forth on the Execution Sheet until changed. A Party may change the address for the receipt of notices, consents, requests, reports, communications and other documents at any time by giving written notice thereof to the other Party hereto; provided, however, that such address shall at all times be an address located in the United States of America.

SECTION 14. STANDARD OF CARE; PROFESSIONAL LIABILITY; LIMIT OF LIABILITY

- (a) Engineering Services Contractor shall (i) satisfy all requirements set forth in the Statement of Work; (ii) strictly conform with all requirements regarding quality contained in this Engineering Service Contract, (iii) perform all Work in accordance with standards of skill, care and professional judgment employed generally by professional engineering firms enjoying high national reputation. The Parties agree that this Engineering Service Contract is a contract for the provision of professional engineering services and not a construction contract or a contract for the sale of goods.
- (b) All personnel performing Engineering Services under this Engineering Service Contract shall have and maintain all necessary and customary certifications, licenses and skills applicable to their performance in accordance with the standards set forth in Section 14(a) above.
- (c) In the event Engineering Services Contractor breaches its obligations set forth in Sections 14(a) and (b) above, Engineering Services Contractor's professional liability to Owner shall be as follows:
 - (i) Any Work not strictly conforming with the foregoing requirements shall at Owner's request and at Owner's convenience, but at Engineering Services Contractor's sole expense, be re-performed as may be reasonably elected by Owner. Engineering Services Contractor shall promptly inform Owner as to when Engineering Services Contractor will re-perform the such non-conforming Work. If, in the reasonable judgment of Owner, the response time proposed by Engineering Services Contractor is not adequate to avoid or minimize Owner's downtime or loss of operation or, if Engineering Services Contractor cannot be contacted, Owner may re-perform or arrange for re-performance by others at Engineering Services Contractor's expense.
 - (ii) Engineering Services Contractor shall also be liable to Owner for Owner's reasonable costs of any repair, modification or replacement of any construction, erection, fabrication or installation work on the Project that are necessary as a result of defects in Engineering Services Contractor's defective Work, provided, however, that (1) Engineering Services Contractor's liability under this Section 14(c)(ii) shall not exceed the level of Engineering Services Contractor's professional liability insurance coverage, inclusive of deductibles, that Engineering Services Contractor is required to maintain under Section 23 of this Engineering Service Contract; and (2) notwithstanding anything to the contrary, Owner's reasonable costs of any repair, modification or replacement of any construction, erection, fabrication or installation work on the Project that are necessary as a result of defects in Engineering Services Contractor's defective Work shall be deemed not to be consequential, indirect or special damages for purposes of the exclusion thereof in Section 29 of this Engineering Service Contract.

SECTION 15. INSPECTION

- (a) The good faith decision of the Owner's Engineer that any services do not in all respects comply with this Engineering Service Contract shall be final and conclusive, subject to the disputes resolution procedure set forth in Section 9 above. No failure on the part of the Owner's Engineer to inspect or reject any services at any time shall be deemed an acceptance of any defective services, nor shall it prevent subsequent inspection or rejection. Engineering Services Contractor shall promptly replace all such rejected services at its own expense.
- (b) Neither payment to Engineering Services Contractor nor any comments or suggestions or any interim, preliminary, informal or provisional approvals, whether written or oral, by any Owner employees or agents, including without limitation by the Owner's Engineer, shall in any respect be taken as an approval of or admission by Owner or by the Owner's Engineer of the quality of the Work or any part of the Work and shall in no way release Engineering Services Contractor from its warranties and other obligations under this Engineering Service Contract.

SECTION 16. AUDIT RIGHTS AND TESTING

Owner shall have audit rights with respect to the Work as follows:

- (a) The right of audit may be exercised at Engineering Services Contractor's facilities by designated representatives of Owner at any time during normal working hours and from time to time during the duration of this Contract, and for a period of three (3) years after expiration of the Engineering Services Master Agreement and final payment therefor; provided, however, that the Engineering Services Contractor's books and records pertaining to Work performed for a lump sum price determined prior to commencement of Work or other similarly priced basis shall not be subject to audit except to the extent necessary to establish that the Work was performed, and when it was performed, and to the extent that any Changed Work is priced on other than a lump sum or similarly priced basis.
- (b) Engineering Services Contractor shall maintain during the course of the Work, and retain, for not less than three (3) years after completion and acceptance by Owner of the Work, complete and accurate records of all of Engineering Services Contractor's costs which are chargeable to Owner and which are subject to audit pursuant to this Contract. The records to be maintained and retained by Engineering Services Contractor and made available for audit by Owner's designated representatives shall include without limitation:
 - (i) Purchase orders, paid invoices and canceled checks for materials purchased and for any Subcontractors' or other third parties' charges.
 - (ii) Invoices for purchases, receiving and issuing documents, and all other unit-inventory records for Engineering Services Contractor's stores stock or capital items.
 - (iii) All safety and environmental compliance records for purposes of compliance with Applicable Laws and compliance with Owner's safety and environmental compliance programs.
 - (iv) Amounts paid by Engineering Services Contractor for labor.

- (v) Engineering Services Contractor's entertainment and other similar expenses related to the Owner's Indemnitees.
- (c) Owner shall bear the expense of any audit unless otherwise agreed by the parties or unless the audit discloses errors in Owner's favor. Any overcharges disclosed by an audit will be subject to reimbursement to Owner.
- (d) This Section 16 shall apply to Subcontractors.

SECTION 17. UNDERSTANDING OF REQUIREMENTS; NON-INTERFERENCE

- (a) Engineering Services Contractor acknowledges that it has made an investigation of the Work and the Job Site and thoroughly understands them.
- (b) Engineering Services Contractor shall at all times perform the Work in a manner to avoid any interference with Owner's operations and to not cause any labor dispute, slowdown, strike or other disruption by Owner's employees or the employees of any of Owner's other contractors, subcontractors or suppliers.

SECTION 18. OWNER'S RIGHT TO TERMINATE

- (a) Owner may terminate, in whole or in part, this Engineering Service Contract for Owner's convenience at any time upon written notice to Engineering Services Contractor. Engineering Services Contractor shall be entitled to all of its reasonable direct costs for performance of this Engineering Service Contract up to the date of termination. Owner shall reimburse Engineering Services Contractor for its reasonable out-of-pocket expenses incurred in performing its post-termination obligations, including reasonable out-of-pocket cancellation costs actually paid in accordance with Engineering Services Contractor's obligations to its Subcontractors or Suppliers. In no event shall Engineering Services Contractor be entitled to receive unrealized profits as a result of such termination. In the event of a termination for Owner's convenience, Engineering Services Contractor shall:
 - (i) stop performing all Work on the effective date of the notice of termination;
 - (ii) place no further order or subcontract for materials, services or facilities;
 - (iii) terminate all orders and subcontracts;
 - (iv) upon receipt of all monies due to Engineering Services Contractor hereunder, transfer title to Owner of all Work in progress and completed Work;
 - (v) deliver to Owner such completed or partially completed plans, drawings and other information that, if the Engineering Service Contract had been completed, would have been required to be furnished (or returned) to Owner;
 - (vi) deliver to Owner a list of vendors, Suppliers and Subcontractors that have furnished materials, equipment or services in connection with the Work; and
 - (vii) take such steps as Engineering Services Contractor reasonably may deem appropriate to effect an orderly closing down of the Work.

- (b) If Engineering Services Contractor shall persistently or repeatedly fail or refuse to diligently perform the Work or shall fail to make prompt payment to its Subcontractor or for materials or labor, or shall disregard Applicable Laws or safety considerations or the instructions of Owner or shall otherwise be in material breach of this Engineering Service Contract, then Owner, without prejudice to any other right or remedy it may have, may terminate this Engineering Service Contract upon written notice to Engineering Services Contractor and may take possession and control of the Work and may finish the Work by any method Owner deems expedient. In the event of such termination, Engineering Services Contractor shall:
- (i) stop performing all Work on the effective date of the notice of termination;
 - (ii) place no further order or subcontract for materials, services or facilities;
 - (iii) at Owner's election, terminate or assign to Owner all orders and subcontracts;
 - (iv) transfer title to Owner of all Work in progress and completed Work;
 - (v) deliver to Owner such completed or partially completed plans, drawings and other information that, if the Engineering Service Contract had been completed, would have been required to be furnished (or returned) to Owner;
 - (vi) deliver to Owner a list of vendors, Suppliers and Subcontractors that have furnished materials, equipment or services in connection with the Work.
- (c) Upon termination pursuant to Section 18(b), Engineering Services Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price shall exceed the Owner's costs of finishing the Work, including reasonable compensation for additional managerial or administrative services required of Owner, such excess shall be paid to Engineering Services Contractor. If such Owner's costs shall exceed the unpaid balance of the Contract Price, Engineering Services Contractor shall pay the difference to Owner promptly after receiving a written demand therefor.
- (d) Engineering Services Contractor will obligate its Suppliers and Subcontractors to the same conditions with respect to termination as those applicable to Engineering Services Contractor as set forth above.

SECTION 19. ENGINEERING SERVICES CONTRACTOR'S RIGHT TO TERMINATE

Engineering Services Contractor shall have the right to terminate this Engineering Service Contract if, at any time after thirty (30) days written notice, Owner fails to comply with a material provision of this Engineering Service Contract. Any such termination shall be deemed to be a termination for Owner's convenience pursuant to Section 18(a) above.

SECTION 20. NO LIENS; TITLE

- (a) Engineering Services Contractor hereby releases and waives on behalf of itself and its employees and, to the extent it is legally possible to do so, its Suppliers and Subcontractors and their respective employees, the right to file, establish or assert any lien upon any property of any of the Owner Companies in connection with any goods, services or labor supplied or performed in connection with this Engineering Service Contract, and Engineering Services Contractor shall take all actions and provide for

execution of any documents as are necessary in Owner's opinion to effect this release and waiver. At Owner's request, prior to engaging any Subcontractor or Supplier in connection with this Engineering Service Contract, Engineering Services Contractor shall obtain an executed Final Release and Waiver of Right to Lien from such Supplier or Subcontractor conforming to Exhibit A/AMUSA-106 Service Contracts attached hereto. As a condition precedent to each payment otherwise due under this Engineering Service Contract, Engineering Services Contractor shall first deliver to Owner a fully executed Final Release and Waiver of Right to Lien from each Supplier and Subcontractor who has supplied or performed any services for which payment is sought.

- (b) Engineering Services Contractor shall take all actions available at, or required by, law to preclude Suppliers and Subcontractors at any tier and any of their employees from asserting or attempting to assert any lien against Owner in connection with the Work.
- (c) Engineering Services Contractor shall immediately satisfy and discharge and shall indemnify, defend and hold harmless Owner from and against all liens and claims therefor in connection with the Work or the performance thereof. If any such lien or claim therefor shall at any time be filed or asserted against any property of any Owner Companies, Engineering Services Contractor shall at its own expense immediately take all such action as is necessary to remove or satisfy such lien. In addition, Engineering Services Contractor shall immediately reimburse Owner for all costs or expenses incurred by Owner in order to discharge or contest such lien or claim therefor, including without limitation reasonable attorney's fees, expert fees and court costs. No payment by Owner or acceptance of any services supplied or performed or improvements constructed pursuant to this Engineering Service Contract shall constitute a waiver of Engineering Services Contractor's obligation to indemnify, defend and hold harmless.
- (d) In the event that any Supplier or Subcontractor or any of their employees notifies Owner that Engineering Services Contractor has failed to make timely payment to such Supplier, Subcontractor or employee in connection with any Work, then upon three (3) days notice to Engineering Services Contractor, Owner may, but shall be under no obligation to, pay such Supplier, Subcontractor or employee on Engineering Services Contractor's behalf from any amount that remains payable to Engineering Services Contractor under this Engineering Service Contract. Owner's obligation to pay Engineering Services Contractor shall be reduced to the extent of any such payments Owner makes to any Supplier, Subcontractor or employee on Engineering Services Contractor's behalf. Notwithstanding this Section 20 or any other term, condition or provision of this Engineering Service Contract, nothing in this Engineering Service Contract shall create, establish or imply the existence or right of any third-party beneficiary hereunder.
- (e) Engineering Services Contractor shall transfer all Work to Owner so as to vest in Owner full, exclusive and unencumbered title to and ownership thereof, free and clear of all liens, taxes, security interests or third party claims of any nature whatsoever except only those created by, under or through Owner.
- (f) All right, title and interest (including without limitation any security interest(s)) to and in any of Owner's property that has been placed into Engineering Services Contractor's possession or custody and of any property that Owner has paid Engineering Services Contractor for but has not yet received ("Owner Property") shall at all times be and remain Owner's alone, and Engineering Services Contractor shall have no ownership or other interest therein. Engineering Services Contractor hereby authorizes Owner to prepare and file such Uniform Commercial Code financing statements confirming

Owner's continued ownership of the Owner Property as Owner reasonably deems necessary or appropriate to protect its interests. Engineering Services Contractor also agrees to execute and deliver such instruments, including financing statements and related amendments or continuation statements, as are reasonably necessary in order to fully protect the rights, title and interest of Owner in and to all such Owner Property. Owner may, at its option, notify the holder of any lien or security interest in Engineering Services Contractor's personal property of Owner's continued ownership of the Owner Property.

- (g) Engineering Services Contractor shall segregate all Owner Property from any other inventory or material in its possession to the maximum extent possible. Engineering Services Contractor shall handle, store and maintain all Owner Property in a safe, dry and secured area, protected as appropriate against weather, condensation, water damage and theft. Engineering Services Contractor shall insure that all Owner Property is properly tagged, marked or otherwise identified as Owner Property at all times. Engineering Services Contractor's inventory control system shall be operated and maintained in such a manner as to identify any and all Owner Property and permit Owner to determine the physical location of all such property. Upon 24-hours written notice, Owner may at any time during normal business hours enter Engineering Services Contractor's premises and remove any or all Owner Property. Owner shall have the right, upon reasonable notice to Engineering Services Contractor, to enter upon Engineering Services Contractor's premises for the purposes of inspecting any Owner Property and verifying Engineering Services Contractor's compliance with this Section 20.
- (h) Engineering Services Contractor agrees to furnish Owner with immediate written notice of the seizure, by process of law or otherwise, of any of Owner's Property.

SECTION 21. FINANCIAL CONDITION

Engineering Services Contractor warrants to Owner that its financial condition is and will be sufficient to enable it to perform and complete satisfactorily all of its obligations under this Engineering Service Contract; and Engineering Services Contractor shall at Owner's request furnish financial statements evidencing said sufficient financial condition. Engineering Services Contractor also warrants that its financial statements furnished to Owner, if any are required to be submitted to Owner, are prepared in accordance with general accounting principles applied on a consistent basis and such financial statements accurately describe Engineering Services Contractor's financial condition.

SECTION 22. INDEMNIFICATION; GENERAL LIABILITIES

- (a) Engineering Services Contractor expressly agrees to indemnify, defend and hold the Owner's Indemnitees harmless from and against any and all Claims made by Engineering Services Contractor or any of its Subcontractors or any employee, agent or invitee of Engineering Services Contractor or any of its Subcontractors by reason of any act or omission, whether negligent or otherwise, including without limitation concurrent, joint, comparative, active or passive negligent acts or omissions, on the part of any of the Owner's Indemnitees or the condition of the Job Site or other property of any of the Owner's Indemnitees or otherwise. Engineering Services Contractor shall further indemnify, defend and hold harmless Owner's Indemnitees from and against any and all Claims made by any person or persons by reason of any act or neglect on the part of Engineering Services Contractor or any of its Subcontractors or any employee, agent or invitee of Engineering Services Contractor or any of its Subcontractors, including but

not limited to any breach or alleged breach of any statutory duty that is imposed upon the Owner's Indemnitees under Applicable Laws, but which breach or alleged is caused by Engineering Services Contractor's failure to perform this Engineering Service Contract in accordance with its terms.

- (b) In the event of any Claim for which Engineering Service Contractor has an obligation under this Engineering Service Contract to indemnify, defend or hold harmless Owner's Indemnitees, immediately upon Owner's demand Engineering Services Contractor shall assume at its expense, on behalf of Owner's Indemnitees, the defense of any action at law or in equity that may be brought against Owner's Indemnitees and shall pay on behalf of Owner's Indemnitees the amount of any judgment or award that may be entered against Owner's Indemnitees. Defense counsel shall be reasonably acceptable to Owner. Owner shall have the right, at its sole option and expense, to participate in such defense, without relieving Engineering Services Contractor of its obligations under this Engineering Service Contract; and if Engineering Services Contractor fails to fully perform its obligations, Owner may perform them or arrange to have them performed at Engineering Services Contractor's expense, without relieving Engineering Services Contractor of its obligations under this Engineering Service Contract. Engineering Services Contractor expressly agrees that it may be joined as an additional or third-party defendant, and may be held liable for damages, contribution or indemnity, in any action at law or otherwise, in which the employee or employees of Engineering Services Contractor or any other person, their heirs, assigns or anyone otherwise entitled to receive damages by reason of actual or alleged injury, illness, death or loss of or damage to property, brings an action against Owner's Indemnitees in respect thereof. In the event Engineering Services Contractor fails or refuses to indemnify, defend and hold harmless as specified in this Engineering Service Contract, then, in addition to any other damages allowable by law, Engineering Services Contractor shall be liable to Owner for the costs (including without limitation reasonable attorney's fees) of enforcing Engineering Services Contractor's agreement to indemnify, defend and hold harmless.
- (c) In any jurisdiction wherein Engineering Services Contractor's agreements to indemnify, defend and hold harmless Owner's Indemnitees against the consequences of Owner's negligence would be void or unenforceable, including without limitation Owner's Indemnitees' 100% negligence, gross negligence or otherwise, it is nevertheless the intent of the parties that Engineering Services Contractor's agreements to indemnify, defend and hold harmless shall be interpreted to require Engineering Services Contractor to indemnify, defend and hold harmless Owner's Indemnitees to the fullest extent that agreements to indemnify, defend and hold harmless are allowed to be enforced under Applicable Laws, including without limitation Owner's Indemnitees' concurrent or contributory negligence, and specifically including indemnity for any injury, illness or death to Engineering Services Contractor's employees.
- (d) To the extent allowed by Applicable Laws, (i) if any Claims are brought against any of Owner's Indemnitees by any person directly or indirectly employed by Engineering Services Contractor, or any person for whose acts Engineering Services Contractor may be liable, the indemnification obligation of Engineering Services Contractor shall be absolute, and shall not be limited or affected in any way by any claims or benefits paid or payable by or on behalf of Engineering Services Contractor under any Workers Compensation statutes, disability benefit statutes or other employee benefit statutes; (ii) Engineering Services Contractor expressly agrees not to invoke against Owner's Indemnitees any provision of any Workers Compensation statutes whereby Engineering Services Contractor could preclude its joinder with any Owner's Indemnitees as an additional defendant; and (iii) to the extent it may relate to Engineering Services Contractor's agreement to indemnify, defend or hold harmless Owner's Indemnitees

under this Engineering Service Contract for employee injuries, illness, death or damages, Engineering Services Contractor specifically agrees not to claim any Workers Compensation statutory immunity as a defense against Owners Indemnitees.

- (e) Engineering Services Contractor's indemnification and related obligations set forth in this Section 22 shall survive the expiration or termination of this Engineering Service Contract. In the event a Claim has arisen prior to expiration or termination of this Engineering Service Contract and Engineering Services Contractor is not adequately performing its obligations to indemnify, defend and hold harmless, Owner reserves the right to retain sufficient funds under this Engineering Service Contract to cover Engineering Services Contractor's obligations.
- (f) To the extent Engineering Services Contractor is obligated under this Section 22 to indemnify, defend and hold harmless Owner's Indemnities against Claims resulting from the act or neglect of anyone other than Engineering Services Contractor or its Subcontractors, Engineering Services Contractor's liability under this Section 22 shall not exceed the level of Engineering Services Contractor's applicable insurance coverage, inclusive of deductibles, that Engineering Services Contractor is required to maintain under Section 23 of this Engineering Service Contract

SECTION 23. RISK OF LOSS; INSURANCE

- (a) Prior to delivery to Owner, all of Engineering Services Contractor's work product, deliverables and supporting data shall remain at the risk of Engineering Services Contractor, who shall be responsible for all loss and damage thereto and shall replace, correct or otherwise cure, at its own option and expense, all such loss and damage whether or not due to the fault of Engineering Services Contractor. On completion of this Engineering Service Contract, title and risk of loss or damage shall pass to Owner.
- (b) Engineering Services Contractor shall maintain and shall require each of its Subcontractors, if any, to maintain the following types of insurance coverages with not less than the limits of coverage specified in the Purchase Order or that Engineering Services Contractor maintains as part of its general program of business insurance, whichever are greater, and for the coverage periods as long as the Engineering Services Master Agreement is in effect:
 - (i) Commercial general liability insurance (including umbrella coverage), on a form at least as broad as Insurance Services Office ("ISO") commercial general liability "occurrence" form CG 00 01 0196 (available through a commercial insurance broker) or another "occurrence" form providing equivalent coverage and approved in writing by Owner; and such commercial general liability insurance and any necessary riders thereto shall include but not be limited to contractual liability coverage as applicable to any indemnity, defense or hold harmless agreements in this Engineering Service Contract, provided, however, that in lieu of contractual liability coverage, Engineering Service Contractor may provide owner and contractors protective liability insurance coverage that is satisfactory to Owner with Owner as the named insured and scheduled under the Engineering Services Contractor's umbrella policy.
 - (ii) Workers Compensation and occupational disease insurance securing compensation for the benefit of Engineering Services Contractor employees and the employees of each Subcontractor, if any, as required by Applicable Laws, including the laws of each State where the employment contracts of such employees were made. Such coverage need not be obtained if Engineering

Services Contractor has an accepted program of self-insurance under Applicable Laws or participates in an applicable monopolistic state Workers Compensation fund. If applicable, Engineering Services Contractor shall also carry Longshore and Harborworkers and/or Jones Act coverages or similar coverage as may be required for any personnel working on, over, or around water;

- (iii) Employers liability insurance;
 - (iv) Motor vehicle liability insurance issued on a form at least as broad as ISO Business Auto Coverage Form CA 00 01 07 97 or other form providing equivalent coverage, covering all owned, hired, borrowed and non-owned vehicles (Symbol 1) brought onto the real property of any Owner Company; and
 - (v) professional liability coverage.
- (c) Except where prohibited by Applicable Laws, all required policies of insurance shall contain a waiver of subrogation and waiver of liens in favor of Owner's Indemnitees. The required commercial general liability and motor vehicle liability insurance policies shall cover Owner as an additional insured with respect to Claims arising out of the Work of the named insured or on the real property of any Owner Company, and with respect to Claims by employees of Engineering Services Contractor or their personal representatives, heirs, and beneficiaries. Such coverage shall be primary to and noncontributory with any other insurance carried by Owner.
- (d) The required policies of insurance for commercial general liability, employers liability, motor vehicle liability, and professional liability shall not have deductibles or self-insured retentions which are greater than the lesser of (i) five percent (5%) of the coverage limit provided by the policy, or (ii) the deductibles or self-insured retentions in Engineering Services Contractor's general program of business insurance, unless approved in writing by Owner. All deductibles on insurance required to be obtained under this Engineering Service Contract shall be borne by Engineering Services Contractor at its sole expense, without reimbursement by Owner, and shall be treated as "insurance" for the purpose of the waiver in Section 23(h) below;
- (e) All required policies of insurance shall be maintained in a form and with responsible insurance carriers reasonably satisfactory to Owner who are qualified to do business in the jurisdiction(s) in which the work is performed, and who are rated by AM Best as A- or better with a size rating of VII or better. As soon as practicable upon execution of Engineering Services Master Agreement and before commencing any Work hereunder, Engineering Services Contractor shall provide Owner with certificates of insurance evidencing all required coverages, listing all named insureds and additional insureds, and confirming the required waiver of subrogation. The certificates shall state that the policies described therein will not be cancelled, terminated, or materially amended, and renewals will not be refused or aggregate limits potentially exhausted until at least thirty (30) days after written notice has been given to Owner. All certificates of insurance shall be sent to the attention of Owner's Manager for Risk Management and Insurance, Mittal Steel USA Inc., 3210 Watling Street, Mail Code 8-216, East Chicago, IN 46312. Engineering Services Contractor shall also deposit with Owner certificates of renewal not less than ten (10) days before the expiration dates of the expiring policies. Each policy of insurance shall not contain any exclusions for work performed by Subcontractors and must incorporate any additional endorsements as Owner may reasonably request. Upon Owner's reasonable request if a Claim is made against any Owner's Indemnitees, Engineering Services Contractor shall, and shall cause each its Subcontractors to, make available to Owner true and complete copies of the

original policies of insurance, including all riders and endorsements thereto, and bearing notations or accompanied by other evidence satisfactory to Owner of the payment of premiums.

- (f) Engineering Services Contractor shall notify Owner and the applicable insurance carriers of any occurrence or event giving rise to a Claim as required under the terms of the policies.
- (g) Engineering Services Contractor waives all rights and claims against Owner's Indemnitees and its Engineering Services Contractors other than Engineering Services Contractor, for all damages, losses, fines, expenses, costs, and fees, but only to the extent of its actual recovery of any insurance proceeds therefor. Engineering Services Contractor shall require similar waivers in favor of Owner and Engineering Services Contractor from its Subcontractors.
- (h) Failure of the Engineering Services Contractor to provide certificates evidencing the required insurance shall under no circumstances be deemed a waiver of this requirement. The obligation of Engineering Services Contractor to provide the required policies of insurance shall not limit in any way the liability or obligation assumed by Engineering Services Contractor under the Contract. Failure to maintain all required insurance coverage may result in the cancellation of this Engineering Service Contract and all other Engineering Service Contracts between the Owner Companies and Engineering Services Contractor.
- (i) Engineering Services Contractor shall cause each of its Subcontractors that enters onto any real property of any of the Owner Companies to obtain the required insurance and to provide to Owner a certificate of insurance prior to the start of Work.
- (j) Engineering Services Contractor shall be responsible for providing all other insurance and employee benefits required of Engineering Services Contractor and any of its Subcontractors under Applicable Laws.
- (k) Engineering Services Contractor's provision of required insurance shall not relieve or otherwise limit any of Engineering Services Contractor's other obligations or potential liabilities under this Engineering Service Contract.

SECTION 24. PATENTS AND COPYRIGHTS

- (a) Unless otherwise agreed in writing by Owner and Engineering Services Contractor, subject to Section 24(b) below, all documents and software that Owner furnishes to Engineering Services Contractor and all documents and software that Owner purchases from Engineering Services Contractor or that are created under this Engineering Service Contract at Owner's expense as part of the Work, whether in written or electronic or other fixed form, are or when hereafter created shall become and shall remain the sole property of Owner; and Engineering Services Contractor shall treat all such documents and software as confidential and shall not duplicate, copy or transmit such documents or software to third parties or otherwise use such documents or software for any purpose except as required by Applicable Laws or as necessary for Engineering Services Contractor to perform its obligations under this Engineering Service Contract, but only expressly subject to Owner's rights. Owner shall own the copyrights applicable thereto; and Engineering Services Contractor shall assign any of the copyrights to Owner and cooperate reasonably in registering any of them at Owner's request. Owner's failure to take possession of any documents or software shall not be construed as a waiver of any of Owner's rights under this Section 24.

- (b) Unless otherwise agreed in writing by Owner and Engineering Services Contractor, as between Owner and Engineering Services Contractor, Engineering Services Contractor shall retain ownership of all documents and software that were or are owned by Engineering Services Contractor independently of this Engineering Service Contract ("Engineering Services Contractor's Documents") or were or are created under this Engineering Service Contract at Owner's expense as part of the Work, but such creation was accomplished only by making insubstantial or incidental changes to Engineering Services Contractor's Documents for purposes of completing the performance of Engineering Services Contractor's other obligations under this Engineering Service Contract.
- (c) Notwithstanding anything in this Engineering Service Contract or otherwise to the contrary, Owner may use and make copies of any Engineering Services Contractor's Documents or changed Engineering Services Contractor's Documents delivered to it under this Engineering Service Contract as necessary or reasonably convenient for the purpose of constructing, erecting, fabricating, operating, maintaining, repairing, servicing, rebuilding, or modifying any goods or facilities or contracting with others to perform any of those services.
- (d) Engineering Services Contractor agrees to execute and abide by any confidentiality agreements that may be required by Owner or Owner's suppliers in respect of confidential or proprietary materials or information made available to Engineering Services Contractor in connection with the Work.
- (e) Engineering Services Contractor agrees to indemnify, defend and hold harmless Owner from and against any Claims arising from (i) the infringement or alleged infringement of any United States or foreign patent or copyright by the Work performed or by any services furnished hereunder, or by the normally intended use or mode of operation of any Work, services so furnished; (ii) any unfair competition or alleged unfair competition resulting from any similarity or alleged similarity of design or appearance of, or trademark on, any Work or services furnished hereunder; and (iii) the actual or alleged unauthorized use of any trade secrets, proprietary know-how or other proprietary rights incorporated into the Work, necessary or appropriate for the use of any goods designed or engineered hereunder in its normally intended manner or mode of operation, or otherwise related to the furnishing of any services hereunder.
- (f) Engineering Services Contractor shall, at the request of Owner, defend at Engineering Services Contractor's expense any suit brought to enforce any such Claim, it being understood that Owner will give Engineering Services Contractor written notice of the commencement of any such suit and provide such assistance to Engineering Services Contractor as reasonably required to defend same, provided that Owner's failure to give Engineering Services Contractor notice of a suit shall not limit Owner's rights to require Engineering Services Contractor to defend the suit except to the extent Engineering Services Contractor has been actually and materially prejudiced by Owner's failure. Engineering Services Contractor shall reimburse Owner upon demand for any reasonable out-of-pocket expense incurred by Owner in providing such assistance. Owner may be separately represented at its own expense in any such suits, actions or legal proceedings by counsel of its own selection, and Engineering Services Contractor and its counsel shall cooperate with Owner's counsel. Owner and Engineering Services Contractor shall coordinate their efforts in the defense of any such Claims, and neither Party shall seek to reach a settlement or accommodation without the approval of the other Party, which approval shall not be unreasonably withheld or delayed.

- (g) In the event that use by Owner of goods designed or engineered by Engineering Services Contractor is finally held to constitute infringement and such use is enjoined, Engineering Services Contractor shall, at its option and its own expense, either (i) procure for Owner the right to continue to use the goods; (ii) replace the goods with non-infringing services that are acceptable to Owner; or (iii) modify the goods in a manner acceptable to Owner so that they become non-infringing.
- (h) The indemnity provided in this Section 24 does not apply to (i) any combination of the Work with other work not furnished hereunder unless Engineering Services Contractor is a contributory infringer, or (ii) any settlement of a suit or proceeding made without Engineering Services Contractor's consent.

SECTION 25. ASSIGNMENT

This Engineering Service Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Engineering Services Contractor shall not assign the Contract or any of its rights or obligations hereunder nor shall it make an assignment or pledge of any of the monies to be received by it from Owner hereunder unless it shall have procured the prior written consent of Owner to such assignment or pledge. No assignment or subcontracting of any portion of the Work to be performed hereunder will relieve Engineering Services Contractor of its obligations under this Engineering Service Contract. Notwithstanding anything herein to the contrary, and without in any way limiting any other of Owner's rights, Owner shall have the right upon written notice to Engineering Services Contractor to assign this Engineering Service Contract and Owner's rights or obligations under this Engineering Service Contract to (i) any person who acquires all or substantially all of Owner's assets to which this Engineering Service Contract pertains, and (ii) any of the Owner Companies.

SECTION 26. TAXES

- (a) Engineering Services Contractor shall collect and pay (i) all contributions, taxes and premiums payable under Applicable Laws and based upon the payroll of employees engaged in the performance of the Work, (ii) all sales, use, excise, income, transportation, privilege, occupational and other taxes that Engineering Services Contractor is required by law to pay, and (iii) any personal taxes on property owned by Engineering Services Contractor, and shall indemnify, defend and hold Owner's Indemnitees harmless from liability for any such contributions, taxes or premiums.
- (b) Unless otherwise specified in the Purchase Order, sales or use taxes on services performed by Engineering Services Contractor to Owner for which Owner is deemed to be the user or consumer are not included in the Contract Price and will be self-assessed by Owner. All other sales and use taxes for which Engineering Services Contractor is responsible for tax as the consumer, including but not limited to, sales or use taxes on expendable items for which Engineering Services Contractor is responsible, and sales or use taxes on goods purchased by or provided by Engineering Services Contractor, whether or not installed or incorporated as part of real property, are included in the Contract Price. In the event Engineering Services Contractor excludes any taxes from the Contract Price in accordance with Owner's determination that said taxes are not applicable, and such determination is subsequently challenged by applicable taxing authorities, Owner shall reimburse Engineering Services Contractor for any amounts Engineering Services Contractor is finally assessed and for its reasonable costs (including reasonable attorney's fees) resulting from such challenge.

SECTION 27. CONFIDENTIALITY

- (a) Engineering Services Contractor shall not make any public announcement, press release or advertisement in connection with this Engineering Service Contract or otherwise disclose any information obtained by or provided to Engineering Services Contractor in the performance of this Engineering Service Contract without the prior written approval of Owner.
- (b) Engineering Services Contractor shall not take any photographs, videotapes, motion picture or digital images or use any other visual recording devices on any real property of any of the Owner's Indemnitees without, and in each instance where granted, only to the extent of, the prior written permission of Owner, which may be withheld in Owner's sole discretion.
- (c) Upon Owner's request, Engineering Services Contractor shall execute any additional agreements regarding proprietary information or trade secrets in connection with this Engineering Service Contract as Owner may reasonably request.

SECTION 28. INDEPENDENT CONTRACTOR

Engineering Services Contractor shall be and act at all times as an independent Engineering Services Contractor hereunder, and neither Engineering Services Contractor nor any of its associates, employees, subcontractors, suppliers or agents shall be deemed to be partners, joint venturers, agents or employees of Owner for any purpose whatsoever. Engineering Services Contractor shall be responsible for all payroll taxes levied or in any way attributable to Engineering Services Contractor's employees, and nothing herein shall entitle Engineering Services Contractor or any of its employees, representatives or agents to any employee benefits of Owner. Neither Engineering Services Contractor nor any of its employees shall represent themselves to be an employee of Owner. Engineering Services Contractor shall have no authority and shall not represent that it has authority to execute documents on behalf of Owner or otherwise to assume or incur any obligation of any kind whatsoever in the name of Owner.

SECTION 29. NO CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS ENGINEERING SERVICE CONTRACT FOR CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUES, PRODUCTION OR BUSINESS, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE, BREACH OF WARRANTY OR OTHERWISE (COLLECTIVELY "CONSEQUENTIAL DAMAGES"); PROVIDED, HOWEVER, THAT FOR PURPOSES OF THE FOREGOING LIMITATION, CONSEQUENTIAL DAMAGES SHALL NOT INCLUDE ANY AGREEMENTS TO BE LIABLE OR OBLIGATIONS TO DEFEND, INDEMNIFY OR HOLD HARMLESS OR OTHER LIABILITIES TO WHICH EITHER PARTY HAS EXPRESSLY AGREED UNDER THIS ENGINEERING SERVICE CONTRACT, WHETHER OR NOT THE UNDERLYING CAUSE FOR EITHER PARTY OR HAVING TO PERFORM ITS OBLIGATIONS TO DEFEND, INDEMNIFY OR HOLD HARMLESS OR BE LIABLE TO THE OTHER PARTY WOULD OTHERWISE UNDER LAW BE DEEMED TO BE CONSEQUENTIAL DAMAGES.

EXHIBIT A
AMUSA-106 Engineering Service Contracts

**FINAL RELEASE AND WAIVER OF RIGHT TO LIEN [and State Specific Lien
Waiver Requirements if applicable]**

For good and valuable consideration, the receipt of which is hereby acknowledged,
_____ (name of Subcontractor), located at
_____(Subcontractor's address), hereby knowingly and
intentionally releases and forever waives any right, entitlement or claim it may have against
Owner or any Owner Company, any of their properties, any of their lenders or secured
creditors, and any of their successors and assigns, to establish, file or assert any lien or other
claim, including without limitation, mechanic's lien claims, unjust enrichment claims, and any
other claim of any kind or nature whatsoever under applicable State law, any other statutory
or common law, or any principle of equity, which Subcontractor may have or may hereafter
acquire, by reason of having furnished, supplied, constructed or performed any work,
improvements, labor, equipment or materials as a Subcontractor, Supplier or materialman to
_____ (name of Engineering Services Contractor) at or in connection with any
facility or property of Owner or any Owner Company.

[NAME OF SUBCONTRACTOR]

Authorized Signature: _____
By: _____
Title: _____
Date: _____

SUBSCRIBED AND SWORN TO BEFORE me this ____ day of _____, 20__.

Notary Public

My Commission Expires: