

SERVICE ADDENDUM

1. **Services to be Performed.** Seller will perform for the Buyer, in a good and workmanlike manner and subject to the provisions of the Buyer's Purchase Order (the "Order") and this Addendum (collectively, this "Agreement"), the services (the "Services") identified in the Order (the "Statement of Work") at the premises described therein (the "Property"). Each Statement of Work shall be incorporated by reference into this Addendum and shall be made a part hereof with the same force and effect as though set forth in full. If a Statement of Work includes or references any terms or conditions of Seller that are inconsistent with, in conflict with, or that add to this Agreement, such terms or conditions shall be null and void and the terms of this Agreement shall control. Seller will perform all work under this Agreement in a manner satisfactory to the Buyer and in strict compliance at all times with any rules and regulations which the Buyer shall make or issue with respect hereto.

2. **Labor and Equipment; Use of Premises.** In the event Seller fails to remove all such materials, equipment and/or supplies, the Buyer shall deem all such property to be abandoned, and the Buyer is hereby authorized to dispose of such property as it so chooses at the sole cost, expense and risk of Seller. The Buyer shall have no liability of any nature whatsoever with respect to any materials, equipment or supplies which are lost or stolen.

3. **Independent Seller.** The Buyer and Seller agree that the relationship created by the Order and this Addendum is that of independent Seller and that the Order and this Addendum does not make Seller a partner, joint venturer, employee or agent of the Buyer for any purpose whatsoever. The parties further agree that neither the Buyer nor Seller is in any way authorized to make any agreement, contract or representation on behalf of the other party or to create any liabilities on behalf of the other party. Seller agrees that neither Seller nor any of its employees or agents is an employee of the Buyer and that none of them is entitled to any benefits provided or rights guaranteed by the Buyer, or by operation of law, to their respective employees, including group insurance, liability insurance, disability insurance, paid vacation, sick leave or other leave, retirement plans, health plans, premium "overtime" pay, and the like.

4. **Warranties; Compliance with Law.**

- (a) Seller warrants that all of the Services shall be performed in a timely and professional manner in conformance with the Statement of Work. The Services shall be performed with the standard of care, skill and diligence normally provided by a professional entity in the performance of services similar to the Services required by this Agreement.

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- (b) Seller will secure all permits and licenses required to perform the Services and Seller and its employees will comply with all applicable workers' compensation, employer's liability, and other federal, state, county and municipal laws, ordinances, rules and regulations in connection with performance of the Services.

5. Confidentiality. During the term of this Agreement and thereafter, Seller and its employees and representatives shall keep confidential and not disclose to any third party or use any knowledge, information or documentation obtained in connection with such performance or otherwise concerning the Buyer or its products, suppliers, customers, business and operations, except for such information which is in the public domain.

6. Safety. Seller shall comply and cause its employees and representatives to comply with the Buyer's rules and regulations regarding safety. Without limiting the foregoing, Seller shall use its best efforts at all times to prevent injuries to any person at the Property.

7. Environmental. Seller shall comply with all present and future laws, rules, regulations, ordinances, orders, decrees and requirements which relate to environmental control, health and safety. With the exception of appropriate emergency actions necessary to prevent or contain the spread of hazardous substances, Seller shall not take any action with respect to any matter affecting environmental control, health or safety without first obtaining written authorization from the Buyer.

8. Code of Conduct. Seller has been furnished a copy of the Allegheny Technologies Incorporated Corporate Guidelines for Business Conduct and Ethics booklet. By signing this Agreement, Seller certifies that it and its personnel have read the booklet and shall comply with its standards of business conduct.

9. Indemnification. Seller will indemnify the Buyer against all liability, demands, claims, suits, losses, including attorneys' fees arising out of or in connection with (i) Seller's performance of the Services under this Agreement (unless and to the extent caused by the gross negligence or willful misconduct of the Buyer) and (ii) any breach of this Agreement by Seller.

The Buyer will indemnify Seller against all liability, demands, claims, suits, losses, including attorneys' fees arising out of or in connection with any breach of this Agreement by the Buyer.

10. Insurance. During the term of this Agreement, Seller will carry and maintain in full force insurance of the following types and minimum amounts with any company or companies as are acceptable to the Buyer, insuring Seller while it is performing its duties under this Agreement: (A) Workers Compensation insurance in accordance with the law of the state where the services are performed under the Agreement, protecting and covering the Seller (or, its subcontractors or agents, respectively) and its employees, including employers liability in the amounts of \$1,000,000 per accident, per person; (B) General Liability covering bodily injury, property damage and completed operations coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (C) Automobile Liability for bodily injury and damage to tangible property in the minimum of \$1,000,000 combined single limit for the coverage of any auto, company-owned, non-owned or hired vehicles used to transport

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employees; and (D) Seller is responsible for covering its own, leased or rented machinery, tools or equipment which are utilized in the performance of the Services when on Buyer's property. Insurance carriers must have a minimum A.M. Best Rating of A- as of the date of this Agreement, during the term hereof and any renewals or extensions hereof. Prior to and upon completion of this Agreement, Seller will furnish to Buyer certificates evidencing the insurance coverages required. Receipt in electronic form is preferred. The Buyer will be included as an additional insured as respects all general/umbrella/excess, automobile liability and all other applicable casualty coverage. Seller's coverage will be primary. The Buyer shall not be responsible for any policy deductible or retention for claims. Any such deductible or retention shall be the sole responsibility of the Seller. Certificate(s) delivered to the Buyer shall require thirty (30) days' prior written notice to the Buyer of any change or cancellation in the aforementioned coverage.

11. Termination. The Buyer may terminate this Agreement at any time, without penalty, on fourteen (14) days' notice to Seller in the event of breach of this Agreement by Seller.

12. Waiver of Liens. To the fullest extent permitted by applicable law, and to the extent that Seller has been paid for its Services hereunder, Seller hereby waives and releases, and shall cause any other party performing any part of the Services to waive and release any and all rights of mechanic's lien and similar rights of lien for payments for services, labor, equipment or materials furnished by Seller, or any other party performing any part of the Services, in performance of the Services and granted by law to persons supplying materials, equipment, services and other things of value, which Seller or any other party performing any part of the Services may have against the Buyer's premises or property.

13. Controlling Law; Jurisdiction; Assignment. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles regarding conflicts of law. The Buyer and Seller hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Pennsylvania for the purposes of adjudicating any matter arising from or in connection with this Agreement. Seller shall not assign (by separation of law, change of control or otherwise) this Agreement or subcontract any of its obligations hereunder, except with the prior written consent of the Buyer. Any such consent shall not release Seller from its liabilities and obligations hereunder.

14. Interpretation. In the event of any conflict between the provisions of the Order and the provisions of this Addendum, the provisions of this Addendum shall prevail. All other terms and conditions of the Order to the extent not amended by this Addendum remains in full force and effect as if fully restated herein.

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