

PURCHASE ORDER – PROFESSIONAL SERVICES TERMS AND CONDITIONS
APPLICABLE TO THE FOLLOWING AFFILIATE COMPANY (“BUYER”) AS IDENTIFIED ON THE PURCHASE ORDER
(Affiliate Companies Amex BUYER LLC, BUYER Construction Company LLS, RMF BUYER LLC, and Wyatt Field Service LLC)

THE FOLLOWING GENERAL TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) GOVERN THE PURCHASE BY BUYER OF ALL GOODS, EQUIPMENT AND MATERIALS (“GOODS”) AND/OR ANY SERVICES (“WORK”) FROM ANY SELLER (“SELLER”) MADE PURSUANT TO BUYER’S PURCHASE ORDER TO SELLER, INCLUDING ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER, OR PURSUANT TO ANY OTHER ORDER OR PROPOSAL BY BUYER DELIVERED TO SELLER OR ANY OF SELLER’S REPRESENTATIVES (COLLECTIVELY, THE “PURCHASE ORDER”).

THE PRICE OFFERED BY BUYER AND SET FORTH IN THE PURCHASE ORDER (THE “PURCHASE PRICE”) IS BASED ON SELLER’S ACCEPTANCE OF THESE TERMS AND CONDITIONS, AND ACCORDINGLY, ACCEPTANCE OF BUYER’S PURCHASE ORDER IS EXPRESSLY CONDITIONED UPON ACCEPTANCE OF SUCH TERMS AND CONDITIONS. ALL SUCH TERMS AND CONDITIONS SHALL CONSTITUTE THE SOLE AND EXCLUSIVE AGREEMENT BETWEEN BUYER AND SELLER, AND THE SAME MAY NOT BE ALTERED, AMENDED, MODIFIED OR RESCINDED EXCEPT IN WRITING SIGNED BY BUYER AND SELLER. ANY TERMS AND CONDITIONS CONTAINED IN ANY FORMS OR DOCUMENTS HERETOFORE OR HEREAFTER SUPPLIED BY SELLER TO BUYER WHICH ARE IN ADDITION TO OR DIFFERENT FROM THE TERMS AND CONDITIONS HEREIN CONTAINED SHALL NOT BE A PART OF THE CONTRACT BETWEEN BUYER AND SELLER, NOR SHALL BUYER’S RECEIPT OF THE GOODS OR WORK DESCRIBED ON THE FACE HEREOF OR IN THE PURCHASE ORDER BE CONSTRUED AS AN ACCEPTANCE OF ANY TERMS AND CONDITIONS CONTAINED IN ANY SUCH FORMS OR DOCUMENTS SUPPLIED BY SELLER.

1. **Warranty.** Seller warrants that all Services shall be performed (a) in a diligent, efficient and trustworthy manner, (b) for the purpose of advancing and improving Buyer’s business, (c) consistent with the highest professional standards in the field, and (d) in a lawful, safe, and workmanlike manner and take all necessary precautions to protect persons and property from damage or injury. THE EXPRESS WARRANTIES SET FORTH HEREIN ARE PROVIDED IN ADDITION TO ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY DISCLAIMED.

2. **Control.** Seller, as an independent contractor, shall be in sole charge and exclusive control of all Work, and shall furnish all material, equipment, labor and supervision necessary for the complete and satisfactory performance of the Work. Notwithstanding the foregoing, Seller may employ only such subcontractors as shall be approved by Buyer and Customer. Seller agrees to a clause substantially similar to the above clause to be included in all of Seller’s subcontracts and will require all subcontractors to adhere to the above provisions.

3. **Safety.** Seller shall comply with and enforce its own safety rules and shall be solely responsible for the safety of its employees. Seller will also comply with and enforce all applicable safety rules of Buyer and the Customer. Finally, Seller will observe, comply with and enforce compliance with applicable laws, regulations and rules promulgated by any federal, state or local governmental body or agency on the subject of safety. Seller will also require its subcontractors to likewise comply with and enforce all said safety rules or requirements.

4. **Permits; Compliance with Laws.** Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by Seller. Seller shall give all notices and comply with laws, ordinances, rules and regulations bearing on the conduct of the Work, including all applicable state and federal wage and hour laws. If Seller observes that the drawings and the specifications are at variance therewith, it shall promptly notify Buyer in writing, and the necessary changes shall be made.

5. **Time of Completion.** Time being of the essence hereunder, Seller shall deliver any Goods and begin, prosecute, and complete any Work at the times required by Buyer to enable Buyer to begin, prosecute and complete in a timely manner its work under Buyer’s contract with the Customer (the “Principal Contract”). Seller shall prepare and submit to Buyer for approval a schedule for completion of all Work within the

period specified in the Purchase Order, showing the order in which Seller proposes to execute the Work, and the respective dates on which the essential parts of the Work will be begun and completed.

6. **Title.** Customer shall have exclusive title to and use of all copyrights, patents, trade secrets, or other intellectual property rights associated with any: programmed software, procedures, work-flow methods, reports, manuals, visual aids, data, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed by Seller which are embodied in reports, analyses or other materials and provided to Customer by Seller or its employees or contractors during the course of performing work for Customer (“Work Product”). Customer shall have the sole right to obtain and to hold in its own name copyright, patent, trademark, trade secret, and any other registrations, or other such protection as may be appropriate to any Work Product, and any extensions and renewals thereof. All such Work Product made in the course of the Services rendered hereunder shall, to the extent possible, be deemed “works made for hire” within the meaning of the Copyright Act of 1976, as amended (the “Act”). Seller hereby expressly disclaims any interest in any and all Work Product. To the extent that any work performed by Seller is found as a matter of law not to be a “work made for hire” under the Act, Seller hereby assigns to Customer the sole right, title and interest, including the copyright, in and to all such Work Product, and all copies of them, without further consideration. For purposes of assignment of Seller’s copyright in such Work Product, Seller hereby appoints Customer as its attorney-in-fact for the purpose of executing any and all documents relating to such assignment. Seller shall take steps necessary to transfer the rights provided herein.

7. **Changes.** Buyer may from time to time submit change orders or additional Purchase Orders to Seller. Extra charges may be imposed by Seller for its costs in making changes to Buyer’s order, provided such charges are approved in advance, in writing, by Buyer. These Terms and Conditions govern any changes to existing agreements or additional Goods provided or work performed by Seller.

8. **Inspection.** Buyer and the Customer and their representatives shall at all times have access to the Work wherever it is in preparation or progress. All Goods furnished and workmanship performed by Seller shall be subject to final inspection, tests, and acceptance by Buyer and the Customer upon completion of all Work, and whether or not previously inspected or paid for by Buyer. If the specifications or Buyer’s instructions require any Work to be specially tested or approved, Seller shall give Buyer timely written notice of its readiness

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for such inspection and testing, and of the date fixed for such inspection or testing.

9. **Correction of Work.** Seller, at its own expense, shall promptly remove from the Work site all materials and equipment condemned by Buyer as failing to conform to the Purchase Order, whether incorporated in the Work or not, and shall promptly replace such materials and equipment and re-execute its Work to conform to the Purchase Order. If Seller does not promptly, upon receipt of notice of such deficiencies undertake and proceed diligently to remedy the same, Buyer may remove Seller from all or any part of the Work, taking possession of all materials, equipment and tools in connection therewith. Buyer may then remedy such deficiencies, by whatever method it may deem expedient, and, at its option, may then complete all or any part of the Work for Seller’s account.

10. **Payment.** Seller agrees to invoice Buyer for the Services provided to Buyer by Seller under any Purchase Order in accordance with the fee structure set forth in such Purchase Order. All invoices shall include Seller’s tax identification number and a description of Services rendered. Except as otherwise set forth in a Purchase Order, Buyer will reimburse Seller for the reasonable and actual out-of-pocket travel-related expenses incurred by Seller’s employees in connection with the performance of Services. Any reimbursable expenses in excess of \$2,000 in any month must be approved in advance by Buyer. Invoices submitted by Seller shall include an itemization of any expenses reimbursable by Buyer hereunder together with supporting receipts therefor. Except as otherwise provided in the Purchase Order, and notwithstanding the terms of Seller’s invoices, amounts invoiced to Buyer by Seller are payable within 45 days of the invoice date

11. **Setoff.** Buyer may set off against any amount otherwise due to Seller under the Purchase Order any amount or amounts due to Buyer from Seller from any source, including any obligation of Seller to Buyer under the Purchase Order or these Terms and Conditions.

12. **Audit.** Where Seller performs any Work on a unit price, cost-plus or time and material basis, Buyer shall have access, at all reasonable times, to all Seller’s books, records, correspondence, instructions, plans, drawings, receipts, vouchers, financial accounts and memoranda of every description pertaining to such Work for the purpose of auditing and verifying costs of services or for any other reasonable purpose upon prior notice to Seller. Seller is required to maintain supporting data and accounting records in accordance with generally accepted accounting principles. Buyer shall have the right to reproduce any of the aforesaid documents. In the event lump sum elements are included under Purchase Order along with any cost-plus or time and material items, then audit rights shall also extend to include all Seller’s and its subcontractors’ records pertaining to lump sum for assurance that the portions of the Work performed on a unit price, cost-plus or time and material basis are not being charged with costs which are by their nature intended to be covered by lump sums. Seller shall preserve and shall cause its subcontractors to preserve all the appropriate above-mentioned documents for periods of three years after the completion and acceptance or termination of Work. Seller agrees to include the necessary provisions in its contracts with such subcontractors that will assure access by Buyer to applicable records of such subcontractors. Seller will not charge for its costs incurred in complying with any such audit. Seller’s obligations under this paragraph shall survive any termination of the Purchase Order.

13. **Indemnification.** TO THE FULLEST EXTENT ALLOWED BY LAW, SELLER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER AND THE CUSTOMER, AND ITS AND

THEIR AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, “SELLER INDEMNITEES”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, DAMAGES, LIABILITIES, FINES, PENALTIES, ASSESSMENTS, PAYMENT OF TAXES, PAYMENT OF ANY COMPENSATION TO SELLER’S EMPLOYEES, ENVIRONMENTAL RESPONSIBILITY PENALTIES OR COSTS AND INJUNCTIVE OBLIGATIONS, JUDGMENTS, LOSS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES AND EXPENSES (WHETHER INCURRED AS THE RESULT OF A THIRD PARTY CLAIM OR A CLAIM TO ENFORCE THE PURCHASE ORDER), WHICH MAY HEREAFTER BE ASSERTED AGAINST OR SUFFERED BY ANY OR ALL OF THE SELLER INDEMNITEES FOR PERSONAL INJURY, DISEASE OR DEATH OF ANY PERSON(S), DAMAGES TO OR LOSS OF ANY PROPERTY CAUSED BY, ARISING OUT OF SELLER’S IMPROPER PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ARISING FROM: (I) THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SELLER, ITS SUBCONTRACTORS, INVITEES OR SUPPLIERS (INCLUDING WITHOUT LIMITATION THE RESPECTIVE EMPLOYEES OR AGENTS OF THE FOREGOING); (II) OR ANY PROPERTY DAMAGE OR ANY ACTUAL, ALLEGED OR CONTRIBUTORY PATENT OR COPYRIGHT INFRINGEMENT, MISAPPROPRIATION OF CONFIDENTIAL INFORMATION, OR VIOLATION OF OTHER INTELLECTUAL OR PROPRIETARY RIGHTS OR LICENSES, ARISING, DIRECTLY OR INDIRECTLY, OUT OF THE GOODS SUPPLIED OR WORK PERFORMED BY SELLER, UNDER THE PURCHASE ORDER EXCEPT TO THE EXTENT SUCH ACT, OMISSION OR INFRINGEMENT IS AT THE DIRECTION OF BUYER. (III) ANY BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT OF SELLER CONTAINED HEREIN, INCLUDING WITHOUT LIMITATION, DAMAGES INCURRED BY ANY INDEMNIFIED PARTY DUE TO SELLER’S FAILURE TO FULLY COMPLY WITH THE INSURANCE REQUIREMENTS SET FORTH IN SECTION 13; AND (IV); OR ANY FAILURE BY SELLER TO COMPLY WITH OR VIOLATION BY SELLER OF ANY FEDERAL, STATE, COUNTY OR MUNICIPAL LAWS, RULES, REGULATIONS, ORDERS OR ORDINANCES; IN ANY AND ALL CLAIMS AGAINST ANY OF THE SELLER INDEMNITEES, THIS INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPES OF DAMAGES, COMPENSATION OR BENEFITS, PAYABLE BY OR FOR BUYER UNDER WORKERS’ COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS OR BY THE PROVISION OF ANY INSURANCE.

14. **Insurance.** Seller shall maintain automobile liability insurance and commercial general liability insurance coverage, providing for a combined single limit of not less than \$1,000,000 per accident and maintain commercial general liability insurance on a coverage form at least equal to that provided under ISO CG 00 01. latest available edition, on an occurrence basis, without restricting endorsements that reduce coverage, providing for a single limit of not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate (underwritten by an insurance company with at least an “A7” Best rating as defined by A. M. Best). Seller shall name Buyer and the Customer and their respective employees, officers, directors, agents, successors and assigns as additional insureds with coverage at least as broad as that provided by ISO form CG 20 1011 85, which includes the additional insureds in coverage for completed operations. Any deductible of self-insured

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retention amount or other similar obligation under the policies shall be the sole responsibility of SUBCONTRACTOR. Such insurance shall be primary with respect to any other insurance available to additional insureds. Seller shall maintain workers’ compensation and employers’ liability insurance providing statutory workers compensation benefits and \$1,000,000 employers liability insurance (including umbrella coverage) covering Sellers’ employees. Seller shall maintain Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate to cover the exposure arising from the work to be carried out under this agreement. Such coverage shall be in force prior to any work commencing hereunder and continue for a further discovery period of not less than three years after work is completed. This policy shall provide for prior acts coverage. Seller shall also maintain Excess (Umbrella) Liability Insurance with a combined single limit of \$9,000,000 per occurrence and annual aggregate covering excess of Employer’s Liability, Auto, and General Liability in the above. Seller shall furnish Buyer with evidence of insurance certifying in clear and sufficient detail that the insurance required under this paragraph has been provided. Such evidence shall be furnished at Buyer’s request. The certificate for the commercial general liability insurance shall verify that in the event of cancellation, termination or non-renewal, the insurer shall provide Buyer thirty (30) days’ prior written notice of such cancellation, termination or non-renewal by registered mail or certified mail return receipt requested. Seller’s obligations under the Purchase Order shall not be limited or diminished in any way by the provisions of any insurance coverage required to be carried by Seller under this paragraph.

15. **Waiver of Subrogation.** Each party waives the right to recovery to the extent that any of its policies of insurance covers the loss, provided that such policy(ies) of insurance permit it to waive the right of subrogation. If this provision would have the effect of invalidating any insurance coverage of the parties, then this provision of mutual waiver of subrogation shall be null and void as to such policy(ies).

16. **Confidential Information.** For a period of ten (10) years from the date of completion of all Services under any Statement of Work, Seller shall maintain in strict confidence, and agrees not to disclose to any third party, except as necessary for the performance of this Agreement when authorized by Buyer in writing, Confidential Information that Seller receives from Buyer or its Affiliates. “Confidential Information” means all non-public information of a competitively sensitive nature concerning Buyer or its Affiliates, including, but not limited to, this Agreement; Buyer’s Trade Secrets, as defined by applicable state law; and any other non-public information (whether in received orally, visually, in writing or retained as mental impressions) concerning Buyer’s property and equipment; research and development; present and future projections; operational costs and processes; pricing, cost or

profit factors; quality programs; annual and long-range business plans; marketing plans and methods; customers or suppliers; contracts and bids; and personnel. Seller shall inform its employees of their obligations hereunder and shall be responsible for any breach of its employees. Confidential Information does not include: information that is or subsequently may come within the knowledge of the public through no fault of Seller; information that Seller can show definitively was previously known to it as a matter of record at the time of receipt; information that Seller may subsequently obtain lawfully from a third party who has lawfully obtained the information free of any confidentiality obligations; or information that is independently developed by Seller without reliance upon Buyer’s Confidential Information. The confidentiality provisions in this Article apply to and shall also protect Confidential Information of third parties provided by Buyer to Seller. Notwithstanding the foregoing restrictions in the above, Seller may disclose Confidential Information or Trade Secrets to the extent required by an order of any court or other governmental authority, but only after Seller has notified Buyer and Buyer has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure. Seller acknowledges that disclosure of any Confidential Information or Trade Secret by it or its employees will give rise to irreparable injury to Buyer or the owner of such information, not adequately compensated by damages. Accordingly, Buyer or such other party may seek and obtain injunctive relief against the breach or threatened breach of the undertakings in this Article, in addition to any other legal remedies which may be available, without the requirement of posting bond. Seller further acknowledges and agrees that the covenants contained in this Article are necessary for the protection of Buyer’s legitimate business interests and are reasonable in scope and content. Seller shall not retain Confidential Information of Buyer any longer than is reasonably necessary to accomplish the Services pursuant to this Agreement or the applicable SOW. Upon the earlier termination of this Agreement or the written request of Buyer, Seller shall delete and/or destroy all of Buyer’s Confidential Information in Seller’s possession, including any copies thereof, and shall deliver a written statement to Buyer within 15 days of Buyer’s request confirming that Seller has done so.

17. **Other Terms.** Unless otherwise agreed, Work is to be performed during the Customer’s working hours scheduled for the Work.

18. **Choice of Law.** Dealings between Seller and Buyer shall be construed, governed and enforced in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to any conflict of laws.

19. **Non-Waiver.** Waiver by either party of a breach of any provision hereof shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.

THE FOREGOING GENERAL TERMS AND CONDITIONS OF SALE ARE INCORPORATED BY REFERENCE INTO EACH PURCHASE ORDER FROM BUYER. BY ACCEPTING AN ORDER, SELLER INDICATES THAT IT HAS READ AND ACCEPTED THESE GENERAL TERMS AND CONDITIONS OF PURCHASE.