

ENVIRONMENTAL CONSULTING MASTER SERVICES AGREEMENT

This Environmental Consulting Master Services Agreement (the "Agreement") is made effective as of _____, _____ (the "Effective Date") by and between PPG Industries, Inc., a Pennsylvania corporation, having its principal offices and place of business at One PPG Place, Pittsburgh, Pennsylvania 15272 ("PPG"), for itself and on behalf of its Affiliates (the "PPG Companies") ("PPG" and the "PPG Companies" individually and collectively referred to herein as the "Buyer"), and _____, a _____, having its principal offices and place of business at _____ ("Consultant"). Buyer and Consultant are sometimes referred to herein, individually as a "Party" and collectively as "Parties".

The purpose of this Agreement is to set forth the terms and conditions and mutual commitments of the Parties with regard to certain environmental consulting and related services Consultant provides for certain sites as designated by Buyer. Therefore, intending to be legally bound, the Parties agree as follows:

1. Definitions and Interpretation.

1.1 Definitions. The following capitalized terms when used in this Agreement shall have the respective meanings set forth below, unless a different meaning shall be expressly stated.

1.1.1 "Accepted Order" means a Buyer purchase order in the form of purchase orders, EDI orders, or verbal orders (confirmed via written or electronic order) issued to Consultant for the Services that is accepted by Consultant by (i) written confirmation, (ii) by electronic acknowledgement (including an acknowledgement through PPG's electronic procurement program), (iii) by not being rejected by Consultant, in writing, within ten (10) calendar days after receipt by Consultant, (iv) by Consultant undertaking to provide the Services, or (v) by such other means as the Parties may agree upon from time to time.

1.1.2 "Affiliate" means any entity which directly or indirectly controls, is controlled by or is under common control with another entity. The term "control" as used above means: (i) the direct or indirect ownership of the majority of the voting securities of an entity; or, (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise. "Affiliates" includes non-majority owned affiliates that agree in writing to the terms and conditions of this Agreement.

1.1.3 "Agreement" means this Environmental Consulting Master Service Agreement, all exhibits, attachments and schedules referenced herein and attached hereto, and all amendments, supplements and modifications hereto and thereto.

1.1.4 "Buyer" has the meaning set forth in the preamble hereto.

1.1.5 "Buyer Confidential Information" has the meaning set forth in Section 7.1.1 hereof.

1.1.6 "Buyer Representative" means the person(s) designated as such by Buyer from time to time for each Accepted Order.

1.1.7 "Consultant" has the meaning set forth in the preamble hereto.

1.1.8 "Consultant Intellectual Property" means all computer software, including source and object codes and associated documentation, as well as patents, copyrights and other intellectual property in any country covering inventions and information which was not developed by Consultant for Buyer pursuant to this Agreement or an Accepted Order and is owned by Consultant.

1.1.9 "Consultant Representative" means the person(s) designated as such by Consultant from time to time for each Accepted Order and the administration of the Services therefor.

1.1.10 "Effective Date" has the meaning set forth in the preamble hereto.

1.1.11 "Enforcement Document(s)" means a document or documents by which Buyer is obligated by agreement, operation of law or otherwise to another entity such as a Governmental Authority to perform environmental response activities based on the actual, threatened or potential release of Hazardous Waste or Hazardous Substances or constituents of Hazardous Wastes or Hazardous Substances from a Site or portion of a Site. Examples of Enforcement Documents include but are not limited to administrative consent orders, unilateral orders, consent decrees, court-issued injunctions, permits and settlement agreements.

1.1.12 "Final Report" means any document that is: (i) intended to stand on its own as a description of the results of Services provided by Consultant under this Agreement and any Accepted Order; and, (ii) is the final version of that document. Documents such as analytical results that are initially presented to the Buyer as stand alone documents are not considered Final Reports if and when the information contained in such documents is incorporated into a subsequent report.

1.1.13 "Force Majeure Event" has the meaning set forth in Section 8.1 hereof.

1.1.14 "Governmental Authority" includes any federal, state, provincial, or local administrative, executive, legislative, or judicial governmental authority, agency, or any political subdivision thereof, with jurisdiction over the matter at issue.

1.1.15 "Hazardous Waste" means any substance or material meeting the definition of "Hazardous Waste" as described at Section 1004(5) of the Federal

Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., or regulations promulgated thereunder, or meeting the definition of “Hazardous Waste” under the law or regulations of any province or state in which Services hereunder are being provided.

1.1.16 "Hazardous Substance" means “Hazardous Substance” as defined in Section 101(14) of the Federal Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq., or as defined in the NCP.

1.1.17 "Legal Requirements" means all statutes, orders, decrees, rulings, decisions, laws (including environmental laws), permits, rules, and regulations issued or enforced by any Governmental Authority including without limitation, Executive Order No. 11246 (Equal Employment Opportunity), Executive Order No. 11701 (list of Job Openings for Disabled Veterans and Veterans of the Vietnam Era – 41 CFR 20-250.4(M)), Executive Order No. 11758 (Employment of the Handicapped – 41 CFR 60-741.4(F), Section 211 of Public Law 97-507 and Executive Order No. 12138 (Purchases from Small and Small Disadvantaged Businesses), the Federal Occupational Safety and Health Act of 1970, The Immigration Reform and Control Act of 1986, the Consumer Product Safety Act, the Toxic Substances Control Act, the Federal Hazardous Substance Act, the Federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Federal Reserve Conservation and Recovery Act ("RCRA"), and the Fair Labor Standards Act (provided that where necessary to make the context of any law, rule and regulation applicable to this Agreement, the term "Contractor" shall mean the Consultant and the term "Contract" shall mean this Agreement), as the same may be modified and amended from time to time during the term of this Agreement.

1.1.18 "National Contingency Plan" or "NCP" means the National Oil and Hazardous Substances Pollution Contingency Plan, as amended, developed by the U.S. Environmental Protection Agency and published at 40 CFR Part 300.

1.1.19 "Party" and "Parties" have the meanings set forth in the preamble hereto.

1.1.20 "Permit" means, at any time, any consent, license, approval, permit or other authorization of any Governmental Authority of whatsoever nature which, at such time, is required, in accordance with applicable Legal Requirements for the performance of any aspect of the Services or for any other matters relevant for the performance by Consultant of its obligations hereunder.

1.1.21 "PPG" and "PPG Companies" have the meanings set forth in the preamble hereto.

1.1.22 "Response Work" means the performance of services related to identifying and investigating contamination or other environmental conditions at a Site, evaluating remedial options, and designing, and providing detailed engineering services precedent to the implementation of remedial measures in response to environmental conditions at a Site or preparing and providing risk assessments and/or endangerment assessments of the Site. Response Work includes services related to the performance of Remedial Investigations, Feasibility Studies, Engineering Evaluations, Cost Analyses,

Remedial Design, as those terms are defined in the NCP. It also includes services related to the performance of RCRA Facility Investigations, and Corrective Measures Studies as those terms are described under the hazardous waste management program of the U.S. Environmental Protection Agency (U.S.E.P.A.). However, for purposes of this Agreement, Response Work does not include construction-type activities such as are associated with the terms "Removal" or "Remedial Action" as defined in the NCP or "Corrective Action" as defined by U.S.E.P.A.'s hazardous waste regulations.

1.1.23 "Services" means the environmental consulting services , including any specified Response Work and/or environmental permitting and/or monitoring services, to be performed by the Consultant for a Site as described in each Accepted Order.

1.1.24 "Site" means air, surface water, soil, sediments and groundwater associated with property, including land and structures thereon, designated by Buyer in an Accepted Order as the subject matter of Services to be provided under this Agreement and that Accepted Order.

1.1.25 "Subcontractor" means any corporation, firm, person or persons who is a licensee, subcontractor or Consultant of any tier supplying material, equipment, labor, goods or services of any kind whatsoever to Consultant in connection with the obligation of Consultant under this Agreement and any applicable Accepted Order.

1.1.26 "Work Product" means all documents, information or other data generated by Consultant or its employees while rendering the Services, including but not limited to any and all source and object codes and applicable documentation, information, data, models, equations, studies, calculations, reports, drawings, flow charts, modifications and/or adaptations of existing software and inventions developed or reduced to practice by Consultant or its employees while providing the Services.

1.2 Interpretation. Unless the context plainly indicates otherwise:

1.2.1 words importing the singular number shall be deemed to include the plural number (and vice versa).

1.2.2 words importing persons shall include firms and corporations;

1.2.3 each reference to this Agreement or any other document, contract or agreement shall include a reference to each permitted variation of or supplement to this Agreement and such document, contract or agreement as amended, varied or supplemented from time to time in accordance with its terms;

1.2.4 references to any statute or statutory provisions shall include any statute or statutory provision which amends or replaces or has amended or replaced it and shall include any subordinate legislation made under any such statute;

1.2.5 terms such as "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Agreement rather than any particular part of the same;

1.2.6 references to the word "include" or "including" are to be construed without limitation;

1.2.7 references to Articles, Sections and Exhibits are references to Articles, Sections and Exhibits of this Agreement;

1.2.8 any reference to a person or party includes such person's or party's successors and permitted assigns; and

1.2.9 all subject headings, Article or Section titles, and similar captions are provided for the purpose of reference and convenience, and are not intended to be inclusive, definitive or affect the meaning of the contents of the scope of this Agreement.

2. Agreement Term.

2.1 This Agreement shall begin on the Effective Date and shall continue until terminated by either PPG or Consultant by at least sixty (60) calendar days' prior written notice to the other, unless otherwise earlier terminated as provided herein. Notwithstanding the giving of any such termination notice by one Party to the other and unless otherwise directed, in writing, by PPG or the applicable Buyer, all Accepted Orders in effect prior to the stated termination date shall be completed in accordance with the terms of this Agreement and those of the applicable Accepted Orders.

3. Scope of Agreement.

3.1 Scope of Services. The Services to be provided by Consultant, the performance schedule therefor, the pricing and payment terms thereof (including any discounts), the Site therefor, and the term thereof, shall be as specified and described in an Accepted Order for the applicable Site, and as required by and in accordance with this Agreement. Each Accepted Order is incorporated by reference in this Agreement, and notwithstanding anything to the contrary in an Accepted Order, no Accepted Order shall include any terms and conditions inconsistent with or in conflict with this Agreement, and each Accepted Order is made a part hereof with the same force and effect as though set forth in full and in writing above the signatures affixed hereto. The only manner in which any provision of this Agreement may be modified, superseded or overwritten is by a single document signed by both PPG and Consultant specifically identifying and referring to this Agreement and to the number and heading of the provision being modified, superseded or overwritten.

3.1.1 Unless expressly stated on the front of the Accepted Order, Consultant shall supply any and all labor, services, materials, equipment, and items necessary or appropriate to perform the Services.

3.1.2 The Accepted Order shall specify a reference to any applicable Enforcement Document(s) under which the Services are being provided and a statement specifically identifying if the force majeure provision or any other provisions of the Enforcement Document(s) are intended to supersede the terms of this Agreement for Services conducted under that Accepted Order. A copy of such Enforcement Document(s) shall be provided by the applicable Buyer to the Consultant.

3.1.3 If the Services are to be provided on a cost reimbursable basis, then the Accepted Order shall include a detailed schedule of rates and charges for the Services.

3.2 Accepted Order Cancellation. Unless otherwise stated on the front of an Accepted Order, the applicable Buyer, at any time and without cause, upon notice to Consultant may cancel an Accepted Order and the Services thereunder. Upon receipt of Buyer's notice of cancellation, Consultant, unless otherwise directed by the applicable Buyer, shall immediately discontinue all the Services in process and immediately cancel all Consultant orders or subcontracts given or made in connection with the applicable Accepted Order. In the event of such a cancellation by the applicable Buyer, without cause, that Buyer shall pay for all Services delivered, completed and performed under the applicable Accepted Order through the cancellation date, and a reasonable settlement shall be reached (consistent with the pricing and intent of the cancelled Accepted Order) for any reasonable and necessary demobilization costs incurred by Consultant as a result thereof.

3.3 Nonexclusive. This Agreement is not intended to be, nor is it, an exclusive arrangement, firm commitment or requirements contract. Rather, this Agreement is intended to cover only purchases of Services by Buyer from Consultant designated by each Accepted Order.

4. Operations and Performance.

4.1 Representative. A Consultant Representative and Buyer Representative shall be designated by the Parties for each Accepted Order for purpose of administration of the Services covered by the Accepted Order.

4.1.1 All communications, directions and instruction pertaining to the Services and the applicable Accepted Order from the applicable Buyer and the Consultant shall be communicated by and to the Parties' respective designated representatives.

4.1.2 The Consultant Representative and Buyer Representative shall represent the respective Party and all instructions given to it shall be deemed delivered to that Party.

4.1.3 Any oral communications, directions or instructions pertaining to the Services and/or the applicable Accepted Order from Consultant Representative to Buyer Representative or from Buyer Representative to Consultant Representative shall be confirmed in writing within ten (10) calendar days of the giving of the communication, direction or instruction.

4.2 Buyer Responsibilities.

4.2.1 Buyer shall furnish to Consultant or Consultant Representative, instructions consistent with this Agreement, including the applicable Accepted Purchase Order, as may be necessary for the proper execution of the Services.

4.2.2 Buyer shall obtain or provide to Consultant rights of access to and egress from all Sites as may be reasonably necessary for the Consultant to perform the Services. When appropriate, the Buyer shall coordinate with tenants or landlords for necessary access to the Site.

4.2.3 To the extent necessary for the performance of the Services, the Buyer shall provide all available information known to the Buyer at the time of the issuance of the Accepted Order on the nature and location of contaminants and contaminant sources likely to be found at the Site, including any analytical reports on soil or groundwater, technical interpretations of environmental conditions and information on the location of underground tanks, piping, utilities, structures, and other assets at the Site.

4.2.4 Buyer shall give notice to the Consultant of any Governmental Authority which over the course the Services may require or request information concerning the Services or which may coordinate Services activities, and the name of a contact person(s) at such Governmental Authority.

4.2.5 Unless otherwise agreed upon in writing, Consultant does not assume the status of a generator, storer, treater, transporter, or disposer of materials (other than Consultant's own material) removed from a Site, within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar foreign, federal, state, or local regulation. Additionally, unless otherwise set forth in an applicable Accepted Order, the applicable Buyer shall be solely responsible for making any notification(s) to Governmental Authorities that may be required by Legal Requirements as a result of the Services (or information discovered by Consultant during the performance of the Services), including, but not limited to the Comprehensive Environmental Response, Compensation and Liability ACT (CERCLA), 42 U.S.C. §§9601, et seq., as amended.

4.3 Consultant Personnel. The following requirements shall apply with respect to Consultant personnel performing any of the Services notwithstanding anything to the contrary set forth in any Accepted Order.

4.3.1 Consultant agrees that it will:

4.3.1.1 prior to assigning any employee of Consultant to work for Buyer pursuant to an Accepted Order, review employment history of such employees and upon request therefor provide such history to Buyer. Consultant agrees that Buyer may refuse any such employee and such employee shall not be assigned by Consultant to render Services pursuant to an Accepted Order;

4.3.1.2 maintain a list of employees and their employment history assigned by it to render Services to Buyer pursuant to this Agreement, such list and employment history to be delivered to Buyer upon request; and,

4.3.1.3 will remove from the performance of the Services any employee of Consultant as may be requested by Buyer, in its' discretion, and shall within five (5) business days of receipt of such notice, replace that employee with an acceptable substitute employee. If any employee assigned to perform the Services ceases to be an employee of Consultant during the term of the applicable Accepted Order, Consultant shall be obligated to provide Buyer with a substitute employee acceptable to Buyer within five (5) business days of termination of employment with Consultant. Consultant shall compensate Buyer a reasonable amount as mutually agreed to for lost productive time due to the necessity to provide appropriate training to the substitute employee to reach the level of service provided by the departing employee.

4.3.2 Consultant shall employ for the performance of the Services only personnel who are qualified, trained and skilled in the performance of their duties and have the requisite experience and know-how to perform and complete the Services in accordance with the requirements of this Agreement and the Accepted Order and per industry-accepted practices.

4.3.3 Consultant's employees performing the Services at the Site shall be carefully selected by Consultant utilizing reliable and valid test methods that meet all applicable regulations.

4.3.4 If the Services require use of Buyer vehicles or other moving equipment on the premises of Buyer, on an ongoing and continual basis during the performance of the Services, Consultant's applicable employees will be insured and appropriately licensed drivers with a clean (no moving violations) and safe driving record, and Consultant during the term of this Agreement will have a program/procedures in place to assure Consultant's compliance with such.

4.3.5 Consultant shall not change supervisory personnel assigned to specific Services without prior written approval of the applicable Buyer, which approval shall not be unreasonably withheld. However, if the performance of the Consultant's supervisory personnel assigned to the Services is unsatisfactory to PPG and/or the applicable Buyer and remains unsatisfactory after Consultant has had notice from PPG and/or the applicable Buyer and a reasonable time to correct the problem, then such supervisory personnel shall be changed by Consultant to a person who is acceptable to PPG and/or the applicable Buyer.

4.4 Safety.

4.4.1 Consultant shall continuously maintain adequate protection of its work and equipment from damage and shall protect the Site from injury or loss of any type whatsoever arising out of or in connection with the Services. Consultant also shall adequately protect adjacent property from loss or damage which might result, either directly or indirectly, from the activities of Consultant or any other party performing any part of the Services at the Site.

4.4.2 In all cases, the Services, including but not limited to all equipment and material used therefor, shall be in compliance and performed in accordance with all applicable Legal Requirements.

4.4.3 Consultant shall take, or cause to be taken, at its expense, all necessary precautions for the safety of personnel engaged in the performance of the Services and shall comply with all applicable provisions of federal, state, provincial and municipal safety laws, building codes, and safety regulations to prevent accidents or injuries to persons on, about or adjacent to the Site. In the previous regard, Consultant shall provide its employees and any other party performing any part of the Services at the Site with such warnings, advice and other information as may be provided by Buyer regarding the products, materials and chemicals received, stored, used and produced at the Site.

4.4.4 Consultant shall develop and have in effect during its performance of the Services a health and safety program for its employees and any other party performing any part of the Services, and Consultant shall provide a copy thereof, upon request, to the applicable Buyer. Consultant shall review and revise said program periodically, providing to the applicable Buyer a copy of the revised program. Consultant shall be solely responsible for the compliance of its employees or subcontractors with the Consultant's health and safety program. Though Buyer shall have no obligation to observe Consultant's compliance with its health and safety program, the applicable Buyer may report all observed health and safety program violations to the Consultant who shall take prompt corrective action. Neither PPG nor any of the other Buyers is required to make evaluation or audits of the Consultant's program or implementation thereof. When Services will be performed at a Site which is owned or leased by the Buyer, the Buyer shall have the right to require the Consultant to incorporate as part of the Consultant's health and safety program, health and safety rules regulations which Buyer may issue from time to time. Compliance with the program and access to medical care for injuries and/or illness sustained by the Consultant's employees or any other party performing any of the Services shall be at the sole cost and responsibility and in the sole control of the Consultant, and Consultant hereby waives any right to subrogation or contribution from the Buyer therefor. Consultant shall maintain an accurate record of all causes of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of the Services, which records shall be made available to PPG and the applicable Buyer, upon request. Consultant shall give PPG and the applicable Buyer notice of any injuries and/or illness sustained by the Consultant's employees or those of

any other party performing any part of the Services by no later than the end of the work shift during which such injury and/illness occurred or became known.

4.5 Inspection.

4.5.1 All Services, equipment, material, items and supplies furnished by Consultant in the performance of this Agreement and any Accepted Order shall be subject to inspection by and approval of the applicable Buyer, or its duly authorized representatives; provided, however, that Buyer's inspection or failure to inspect at any given time shall not operate to diminish, alter, or otherwise affect Consultant's obligations hereunder.

4.5.2 Consultant shall immediately correct any services rendered in the performance of the Services should the Services fail to conform to the requirements of this Agreement and any applicable Accepted Order. Upon notification that any Services performed fails to conform to the requirements of this Agreement and/or the applicable Accepted Order, Consultant, shall, at no additional cost to Buyer, immediately proceed to cause the Services to be corrected and completed in conformity with the provisions of this Agreement and the applicable Accepted Order, and shall reimburse Buyer for any and all costs arising directly out of or related directly to such failure.

4.6 Information.

4.6.1 Unless otherwise agreed upon in writing and except for communications and documents strictly related to billing, all documents, including original documents and any copies thereof, of any nature (including but not limited to preliminary or draft reports and data) which are produced by Consultant in connection with the Services shall be either delivered to Buyer Representative within thirty (30) days of completion of such Services, or destroyed by Consultant, at the Buyer's option. Consultant may retain one copy of the Final Report for its records provided that such Final Report is destroyed by Consultant within ten (10) years after completion of the Services to which it relates. Notwithstanding the requirements of this Section 4.6.1, Consultant may retain one (1) copy of any communications explaining differences between preliminary data or reports and a Final Report. Consultant shall identify all such communications to PPG and the applicable Buyer, and shall provide a copy of such communications to PPG and the applicable Buyer upon request.

4.6.2 Except to the extent specifically provided for within the scope of Services set forth in an Accepted Order, Consultant is not responsible for determining which information, if any, generated as a result of the Services must be reported by the Buyer in order to comply with any Legal Requirements. Moreover, any assistance provided in this regard shall not be construed in any way as advice of counsel. Buyer hereby agrees to comply with any reporting requirement imposed upon the applicable Buyer by any Governmental Authority relative to any information provided by Consultant during the performance of Services pursuant to an Accepted Order. Consultant shall be available to assist in the preparation of licenses and permits in the name of the Buyer for the Services provided. Nothing in this Section 4.6.2 affects in any way Consultant's independent obligation to provide any required notice (including notice of releases to the

environment), filing, permitting or licensing required by any Governmental Authority or Legal Requirements.

4.7 Warranties; Compliance.

4.7.1 Except as may be otherwise stated on the face of an Accepted Order, Consultant warrants that in its performance of this Agreement, Accepted Orders and the Services: that all the Services will strictly comply with this Agreement and the applicable Accepted Order; the materials that may be provided as part of the Services will be of new materials and free from defects in material and workmanship; Consultant, and each of its employees that will or are performing the Services, has all licenses, permits, consents and registrations necessary or appropriate to enter into this Agreement, any Accepted Order and to perform the Services; the Services will be performed with that standard of care, skill and diligence normally provided by a professional person or entity in the performance of services similar to the Services (Consultant is hereby notified that Buyer will be relying on the accuracy, competence and completeness of the Services provided by Consultant as well as on Consultant's familiarity with statutory and regulatory standards and procedures which apply to any Response Work performed pursuant to any Accepted Order); all Services performed shall be consistent with the NCP; and, Consultant in rendering the Services, has complied or will comply with all applicable Legal Requirements. These warranties are in addition to and shall not be construed as restricting or limiting any warranties of Consultant, express or implied, which are otherwise provided herein or exist by operation of law. Consultant is solely responsible for remitting all income related taxes, including but not limited to Social Security, FICA, and Canada Pension Plan and Employer Health tax, or equivalent types of taxes, in a timely manner, pursuant to federal, state, provincial and local tax laws for Consultant's employees. Consultant further agrees to indemnify, defend (including reasonable attorney fees) and hold harmless Buyer from and against any claims by any taxing authority resulting from Consultant's failure to pay any tax imposed on income derived from Consultant's employees in performance of the Services.

4.7.2 Consultant represents that it has no prior agreements or arrangements which would constitute a conflict of interest with its duties for the Buyer as stated herein or in an Accepted Order. Consultant warrants that it shall not enter into agreements or arrangements which may be considered to be a conflict of interest with its duties for Buyer under any Accepted Order without first disclosing the potential conflict to Buyer and to the extent a conflict of interest exists, receiving written permission from Buyer Representative to do so. Consultant further represents that it shall not accept an Accepted Order for any Services which may constitute a conflict of interest because of any prior agreements or arrangements between Consultant and any third party unless the potential conflict is first fully disclosed to Buyer and to the third party and both Buyer and the third party provide written waivers of the conflict.

5. Price and Payment.

5.1 Price. Buyer shall pay for the Services in accordance with the rates and cost reimbursables, if any, and currencies as set forth in the applicable Accepted Order.

5.1.1 To the extent the price set forth in an Accepted Order is an estimate based on an estimate of the time and materials, then Consultant may not exceed that estimate without prior written authorization from the applicable Buyer.

5.1.2 Prices set forth on the face of an Accepted Order are all inclusive of any and all costs, expenses, taxes and charges that Buyer may be obligated to pay Consultant for the Services.

5.1.3 The prices set forth on an Accepted Order shall not be changed except by mutual agreement, in writing, by Buyer and Consultant.

5.1.4 In no event will the prices for the Services be higher than the prices charged by Consultant to any other customer for services similar to the Services. Consultant promptly will advise PPG of any lower prices and will adjust pricing for any then Accepted Orders to be in accordance with such lower prices.

5.1.5 Buyer shall not compensate Consultant for time spent on general professional maintenance (for example, but not limited to reading journals or periodicals, or attending classes or seminars), but shall compensate Consultant only for time Consultant spends directly working on such tasks within the scope of the Services as set forth in an Accepted Order.

5.1.6 Travel. Buyer shall reimburse Consultant for reasonable travel and hotel expenses incurred by Consultant while traveling at Buyer's prior written or oral request in connection with the performance of the Services, together with any miscellaneous expenses which Buyer currently approves as part of and in accordance with Buyer's Employee Expense Account Policies and Procedures. Unless otherwise provided for in an Accepted Order, time spent during travel is not subject to hourly compensation.

5.2 Terms of Payment.

5.2.1 Invoices shall be the responsibility of and payable by only the Buyer specified in the applicable Accepted Order; it is understood and agreed that PPG will not be responsible to pay for Services ordered by a Buyer other than for PPG itself.

5.2.2 Terms of payment and the currency therefor will be as set forth in each Accepted Order.

5.2.3 Unless otherwise expressly provided on the face of an Accepted Order, promptly after the end of each calendar month Consultant shall invoice the applicable Buyer for all Services performed pursuant to the Accepted Order during the just concluded calendar month.

5.2.4 Consultant's invoices shall be in such format and medium (including without limitation, being in electronic medium as part of Buyer's electronic procurement program), with such pricing and other information breakouts, and with such supporting documentation as the applicable Buyer may direct from time to time.

5.2.5 Buyer may set off any amount due hereunder from Buyer to Consultant from any amounts due to any Buyer from Consultant under this Agreement or any other agreement between Consultant and Buyer.

5.2.6 Consultant agrees, upon reasonable request, to substantiate that Consultant's billing is in conformity with the terms of this Agreement and the applicable Accepted Order and to furnish documents verifying each charge billed to the Buyer on a time and material basis or to the extent required by law. Consultant agrees that all correspondence, books, accounts and other documents and information relating to the Services and prices and expenses payable hereunder for work performed on a time and material and/or reimbursable basis shall be made available to Buyer, and/or its authorized representatives, for inspection during normal business hours at Consultant's office during the term of the applicable Accepted Order and for thirty-six (36) calendar months thereafter.

5.2.7 Payments to Consultant may be made by check, wire transfer, or by other means mutually agreed upon by the Parties from time to time.

5.3 Waiver of Liens.

5.3.1 To the fullest extent permitted by applicable law, Consultant 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 Consultant, 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 Consultant or any other party performing any part of the Services may have against Buyers' premises or property belonging to the Buyers or to any Site.

5.3.2 Consultant shall at all times promptly pay for all services, materials, equipment and labor used or furnished by any party in the performance of the Services and shall at its expense and at all times keep the Site, Buyer's premises and all property belonging to Buyer free and clear of any and all liens and rights of lien arising out of services, labor, equipment or materials furnished by Consultant or any other party performing any part of the Services. If, at any time, Buyer, the Site, the Buyer's premises or any of Buyer's property might or does become liable for or subject to any claim or lien arising out of the Services, Buyer shall have the right, in addition to any other rights available at law or in equity, to retain out of any payment then due or thereafter to become due to Consultant an amount sufficient to protect Buyer completely against such lien or claim until such time as Consultant shall deliver to Buyer a complete release satisfactory to Buyer releasing such claim or claims, lien or liens (including evidence of payment in full) or, if Buyer has agreed in advance, a surety bond or bonds underwritten by an insurance company and in form satisfactory to Buyer covering such claim or claims or lien or liens. If Consultant, after five (5) calendar days' notice from Buyer, has not delivered to Buyer, at Buyer's sole option, either a release or surety bond, then Buyer may, at its option, pay and discharge the claim or lien or otherwise deal with the lien claimant and deduct the amount if any so paid from any monies which may be or may become due and payable to Consultant, and in the event no monies are or will become due, Consultant shall pay Buyer

any and all costs and expenses of Buyer in so doing, including reasonable attorneys' fees incurred by Buyer.

6. Insurance and Indemnification.

6.1 Insurance.

6.1.1 Consultant, at its own expense, shall effect and maintain, and at all times keep current, insurance during the progress of any Services being conducted pursuant to this Agreement and any Accepted Order, against such hazards, and in such form and in such amounts as Consultant would in the prudent management of its property and operations maintain, or as would be maintained by other prudent contractors similarly situated in respect of their property and operations; provided, however, that during the process of any Services performed hereunder and under any Accepted Order, such insurance shall, at a minimum, include the following (unless such minimum insurance coverages and/or amounts are altered by an Accepted Order related to specific Services):

6.1.1.1 Workers' Compensation or Workplace Safety insurance, as applicable, and such other social insurance as may be required, covering all Consultant's employees engaged directly or indirectly in providing Services in such coverage amounts as would satisfy the minimum statutory requirements of (a) the province or state wherein the Services are being performed and (b) the province or state of the principal address or place of business of Consultant; it being understood that, for the purposes of this Agreement, Consultant procurement of such coverage shall be deemed mandatory, regardless of whether the statute in either or both of the said provinces or states permits Consultant to elect not to carry any such coverage. Consultant shall also name Buyer as the Alternate Employer endorsement (WC 00 03 01) to the Workers Compensation policy.

6.1.1.2 Employer's Liability Insurance, with a \$500,000 per occurrence limit.

6.1.1.3 Comprehensive or commercial general liability insurance coverage for personal injury, bodily injury and property damage occurring in connection with the operations encompassed by this Agreement and any Accepted Order, such insurance to provide limits of \$1,000,000 (or, at the option of Consultant and subject to Section 6.1.1.5, a lesser amount) per occurrence, with not more than a \$100,000 deductible for any single occurrence; such policy to contain "broad form" and other appropriate endorsements covering, among other things, contractual liability (including the indemnity contained in Section 6.2 of this Agreement), broad form property damage, Contractor's protective liability, explosion, collapse and underground hazards and, subject to Section 6.1.1.5 pollution hazards;

- 6.1.1.4 Comprehensive automobile liability insurance coverage for bodily injury, death or property damage arising out of the ownership, maintenance or use of all owned, nonowned and hired motor vehicles by Consultant, its agents, employees, designees, subsidiaries and subcontractors, including loading and unloading, such insurance to provide limits of \$1,000,000 (or, at the option of Consultant and subject to Section 6.1.1.5, a lesser amount) per occurrence, with not more than a \$100,000 deductible for any single occurrence;
- 6.1.1.5 Excess “umbrella” insurance (against risks of the types described in Sections 6.1.1.3 & 6.1.1.4 and in excess of the employer’s liability insurance described in Section 6.1.1.2) in an amount which results in a combined amount of primary and excess insurance required hereby to be not less than \$10,000,000 per occurrence and not less than \$10,000,000 in the aggregate;
- 6.1.1.6 Professional Liability Insurance that provides coverage for any liability or alleged liability for, or arising out of or alleged to arise out of, any negligent act, error or omission in the rendering of, or in the failure to render, professional services as required of Consultant by this Agreement and any Accepted Order, with such insurance to provide a \$1,000,000 limit of liability per act, error, or omission and a \$2,000,000 policy aggregate and (subject to Section 6.1.1.7) to be without policy restrictions or exclusions for environmental consulting and pollution liability;
- 6.1.1.7 In the event the insurances described in Section 6.1.1.3, 6.1.1.4 and/or 6.1.1.6, are limited by exclusions or restrictions with respect to pollution liability, Contractor’s Pollution Legal Liability insurance covering the Consultant is required with such insurance(s) to carry limits of liability of \$1,000,000 per claim and a \$5,000,000 aggregate.

6.1.2 If any of the insurance required under the provisions of this Section 6.1 is written on a “claims made” basis, Consultant, in purchasing and maintaining such insurance, shall provide or cause to be provided, coverage as follows:

- 6.1.2.1 the retroactive date (as such term is specified in each of such policies) shall be no later than the date Consultant started any Services pursuant to this Agreement;
- 6.1.2.2 each time any policy written on a “claims made” basis is not renewed or the retroactive date of such policy is to be changed, Consultant shall obtain for each such policy or policies the broadest basic and supplemental extended reporting period coverage or “tail” coverage reasonably available in the commercial insurance market

for each such policy or policies and shall provide PPG with proof that such basic and supplemental extended reporting period coverage or “tail” has been obtained.

6.1.3 All insurance policies required by this Section 6.1 shall: (i) name PPG and its assigns, Affiliates and employees as additional insured as their interests may appear pursuant to this Agreement or an Accepted Order, except for those coverages set forth in Sections 6.1.1.1 and 6.1.1.6; (ii) insure the interests of Buyer regardless of any breach or violation by Consultant of warranties, declarations or conditions contained in such policies or any action or inaction of the Consultant or any other person or entity; (iii) expressly provide that all provisions of such policy except for the limits of liability (which shall be applicable to all insureds as a group) and except for liability for premiums (which shall be solely a liability of Consultant) shall operate in the same manner as if there were a separate policy covering each such insured; (iv) waive any right of subrogation of the insurers against Buyer and shall waive any right of the insurers to any setoff, counterclaim, attachment or otherwise, in respect of payments to Buyer because of any liability of Consultant or Buyer; (v) provide that, if any premium or installment is not paid when due, or if such insurance is to be cancelled, terminated or materially changed for any reason whatsoever, the insurers will promptly notify Consultant and PPG, and any such cancellation, termination or change shall not be effective as to PPG for thirty (30) days (except ten (10) days for nonpayment of premiums) after receipt of such notice by PPG and Consultant (in the event of nonpayment, PPG will be given the opportunity, but not the duty, to pay such premiums and a corresponding right upon payment of such premiums to immediately deduct those amounts from monies due to Consultant or to charge Consultant directly for those amounts); (vi) expressly provide that, with respect to Buyer, all policies are primary and that the insurer(s) will not seek contribution from any policy wherein PPG or any Buyer is a named insured rather than an additional insured.

6.1.4 Consultant shall furnish PPG evidence of insurance reasonably satisfactory to PPG, from each insurance carrier, showing that the required insurance is in force, the amount of the carrier’s liability under such insurance, and that all of the Section 6.1.3 conditions have been agreed to by each insurer. On or before each anniversary of any policy inception date, Consultant shall furnish to PPG a certificate signed by a duly authorized representative of each insurer, showing the insurance then maintained by Consultant pursuant to this Section 6.1 and stating that such insurance complies with the terms and conditions of this Section 6.1.

6.1.5 All insurance policies described in Section 6.1 must be purchased from insurance companies rated A or better by Best’s Rating Service unless otherwise agreed to, in writing, by PPG.

6.1.6 Consultant shall be responsible for any and all deductibles, retro payments, retentions and any and all other charges which become applicable with respect to any and all of the insurances listed above and for any and all other applicable insurances.

6.1.7 Consultant shall not violate or knowingly permit to be violated any conditions of the policies of insurance required to be carried under the terms of this

Section 6.1, and shall at all times satisfy the requirements of the insurance companies issuing them.

6.1.8 It is understood and agreed that PPG does not in any way represent that the types or the limits of insurance specified above are sufficient or adequate to protect Consultant's interests or liabilities. Consultant shall be solely responsible for assuring that its agents, employees, designees, subsidiaries and Subcontractors which may be involved in Services are adequately insured to protect Consultant's interests. Consultant shall require its Subcontractors to effect and maintain such insurance and shall obtain certificates evidencing such insurance prior to the commencement of any portion of the Services by said Subcontractors.

6.2 Indemnity. In addition to any other indemnity obligations of Consultant set forth elsewhere in this Agreement, Consultant shall indemnify, defend and hold harmless Buyer, and their directors, officers, agents and employees, from and against any and all claims, costs, expenses, losses, causes of action, damages, judgments, penalties, fines and liabilities of any kind whatsoever that may accrue or be sustained by any Buyer, their directors, officers, agents or employees, arising out of the acts or omissions to act of Consultant, or of any other party performing any part of the Services, or the employees of any thereof, in the performance of this Agreement, any Accepted Order, and the Services, except to the extent arising out of the negligence or willful misconduct of Buyer.

6.2.1 The indemnification obligation of this Section 6.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant under any Worker's Compensation Acts, Disability Acts or other Employee Benefit Acts, or the insurance proceeds thereof, nor shall the indemnification obligation described in this Section 6.2 be limited in any way due to any limitation in the insurance coverage carried by Consultant.

6.2.2 The indemnification obligation of this Section 6.2 should be deemed modified as required to exclude that degree of indemnification required aforesaid which is expressly prohibited by applicable law, statute or regulation, if any; but to the extent the aforesaid indemnification obligation is valid and enforceable, it shall remain in effect though modified.

6.2.3 In the event that any claim, loss, cost, expense, liability, damage or injury covered by the indemnification obligations hereunder arise or are made, asserted or threatened against Buyer, PPG shall have the right to withhold from any payments due or to become due to Consultant an amount sufficient to protect and indemnify Buyer from and against any and all such claim, loss, cost, expense, liability, damage or injury, including legal fees and disbursements; or PPG, in its discretion, may require Consultant to furnish a surety bond, at Consultant's sole cost, satisfactory to PPG guaranteeing such protection, which bond shall be furnished by Consultant within five (5) calendar days after written demand has been made therefor. Consultant may obtain release of any such withheld monies by furnishing PPG with the aforesaid surety bond or providing some other written assurance which is satisfactory to PPG, as determined by PPG in its sole discretion, that Buyer's interests will be properly protected.

6.2.4 The indemnity obligations of Consultant hereunder shall survive the termination or expiration of this Agreement and of any applicable Accepted Order.

6.3 Louisiana Statutory Employer. *This provision only applies for Services for a Site located in Louisiana.* The Agreement recognizes that Buyer shall be considered the statutory employer of Consultant's employees and Subcontractors who provide Services under this Agreement and any applicable Accepted Order for Buyer in Louisiana in accordance with Louisiana R.S. 23: 1031 or R.S. 23: 1061. Thus Buyer is to be granted the exclusive remedy protection of Louisiana R.S. 23: 1032 and it shall be liable to pay compensation benefits if the immediate employer (Consultant) is unable to meet its obligation under Louisiana Worker's Compensation Statute for Services that are performed in Louisiana under this Agreement and any applicable Accepted Order. The Parties agree that the recognition of the Statutory employer status is made pursuant to R.S. 23: 1061 of the Louisiana Worker's Compensation Statute and that Buyer is not the actual employer of any employees of Consultant or any of its Subcontractors. Further, Buyer has no control or involvement in the hiring, firing or direct supervision or direction of any such employees. The Services performed under this Agreement and any applicable Accepted Order is an integral part of and essential to the ability of Buyer to generate its goods, products or services.

7. Confidentiality and Work Product.

7.1 Consultant recognizes that by reason of its performing the Services pursuant to this Agreement and the Accepted Order, Consultant will gain knowledge of and develop on behalf of Buyer information relating to and concerned with the past, present and future products, operations and plans of Buyer. Consultant covenants and agrees on behalf of itself and all employees and personnel under the control of Consultant to the following conditions:

7.1.1 "Buyer Confidential Information" means the terms of this Agreement, any Accepted Order, and documents of any character and the information contained therein, including but not limited to drawings, designs, plans, specifications, requisitions, instructions, data, manuals, electronic media, (such as computer disk, computer programs, data stored electronically), and the like: (i) provided or disclosed to Consultant by or on behalf of Buyer in connection with this Agreement and/or any Accepted Order; (ii) learned by Consultant in performing or by virtue of this Agreement or any Accepted Order; (iii) produced for or developed by or on behalf of Consultant or Buyer in connection with this Agreement and/or any Accepted Order; or, (iv) access to which is obtained by Consultant through use of a computer system utilized by Buyer, or a representative of Buyer, and any copies, printout or displays thereof, including any computer programs and data used by Buyer, or a representative of Buyer which are stored electronically and any and all security code numbers or procedures for gaining access to a computer system used by Buyer, or a representative of Buyer. Buyer Confidential Information disclosed in documentary or tangible form to the extent practical shall be marked to indicate its confidential nature. In the case of Buyer Confidential Information disclosed orally or visually, Buyer shall confirm in writing the fact and general nature of each disclosure within thirty (30) calendar days after it is made.

7.1.2 Buyer Confidential Information and any rights therein shall be and remain the property of the applicable Buyer.

7.1.3 Consultant, for itself and on behalf of its officers, employees and agents, agrees: (i) to hold Buyer Confidential Information in strict confidence and not to disclose any part of it to others, exercising at least the same degree of care as Consultant takes in protecting its own trade secrets; (ii) not to disclose Buyer Confidential Information without PPG's prior written consent to any entity or person other than Consultant's employees who require disclosure to perform the services in connection with this Agreement; (iii) not to allow any persons or entities other than such employees access to Buyer Confidential Information, and then only upon execution by the employee of the confidentiality agreement referenced in Section 7.1.7 below; and, (iv) not to make any use not authorized, in writing, in advance by PPG of Buyer Confidential Information. Consultant shall not be prevented, however, from using or disclosing information: (i) which is or becomes published or otherwise publicly available through no breach of this Agreement; (ii) which is already known to Consultant at the time of disclosure by Buyer as evidenced in writing; or, (iii) which Consultant later lawfully learns from some source other than directly or indirectly from Buyer. The burden of proving that information or data is not Buyer Confidential Information shall be with the Consultant.

7.1.4 Consultant shall not attempt to gain unauthorized access to any Buyer Confidential Information and in the event access is obtained, Consultant shall immediately report that fact to PPG and to the extent possible explain the details of the procedure used to gain such access.

7.1.5 The obligations of this Section 7.1 shall continue with respect to any Buyer Confidential Information for a period of one hundred and twenty (120) calendar months from the later of the (i) date of termination of this Agreement or, (ii) last Accepted Order to expire.

7.1.6 Within thirty (30) days after termination of this Agreement or upon written request by PPG or the applicable Buyer, whichever is earliest, Consultant shall return to PPG all Buyer Confidential Information (including that generated by or on behalf of Consultant which is in the possession of Consultant or its employees or Subcontractors and is in tangible form) and all copies thereof, or with PPG's prior written approval Consultant shall destroy the same and certify in writing, such destruction to PPG and the applicable Buyer.

7.1.7 Consultant shall require the same covenants and agreements from third parties to whom Buyer Confidential Information is disclosed upon approval of PPG. Consultant shall inform its employees assigned to performance of this Agreement of Consultant's obligations contained in this Section 7.1, and shall require such employees to sign agreements of confidentiality containing nondisclosure/nonuse obligations as those set forth in this Section 7.1 prior to giving them access to Buyer Confidential Information. Consultant shall review on an annual basis with such employees the obligations of confidentiality that each employee has to the Buyer.

7.2 Work Product. Work Product shall be the sole and exclusive property of Buyer and may be used by Buyer for any purpose whatsoever without Consultant's or its employee's consent and without obligation of any further compensation to Consultant or its employee and shall be delivered by Consultant or the employee to Buyer upon request by Buyer. Consultant shall not use any portion of the Work Product in any projects for any third party.

7.2.1 Consultant hereby assigns, and conveys to Buyer, its successors and assigns any and all title, right, interest and ownership of patent, copyrights, trade secrets and other proprietary or property rights which Consultant may have in the Work Product including, but not limited to, the right to secure copyright registration with respect thereto and all rights to any resulting registration in Buyer's name as claimant and the right to secure renewals, reissues, and extensions of any such copyright, and the right to file patent applications and obtain other intellectual property right protections with respect thereto.

7.2.2 To the extent requested by Buyer and at Buyer's expense, Consultant shall execute and deliver such documents, agreements and papers and shall take such actions as are deemed necessary or convenient by Buyer to (i) secure patent, copyright, or other intellectual property right protection with respect to the Work Product in any country or jurisdiction, and (ii) to secure assignment of any such rights.

7.2.3 Consultant agrees to place on the Work Product, including but not limited to source listings, software and related documentation whether or not for display on a CRT or VDT, the following notice ("Notice"):

The information included herein is the confidential and proprietary information of PPG Industries, Inc, and it or any part thereof is not to be published, disclosed to others, reproduced, or translated without prior written permission of PPG. In the event of publication, either authorized or unauthorized, all global rights under copyright law are retained by PPG Industries, Inc..

Unpublished work [Insert the appropriate year] PPG Industries, Inc. .

This Notice shall be (a) embedded in copies of the software in such a manner that it (i) appears on all printouts and (ii) is displayed on the user's terminal at sign-on, (b) affixed to the medium on which the software is provided and the storage box or receptacle for the medium, and (c) included on the first page of any documentation.

7.2.4 Consultant represents that each of its employees assigned by Consultant to render Services has entered into a contract of employment which provides for assignment to Consultant of all rights in the intellectual property in any country covering inventions and information which would be included in the definition of Work Product made by such employees during the course of their employment. In the event employee has not entered into such contract of employment, Consultant shall have each of its employees appointed to render Services execute such an agreement, prior to providing Services, and provide such signed agreement to Buyer promptly after execution.

7.3 Consultant Intellectual Property.

7.3.1 Consultant hereby grants to Buyer a non-exclusive, irrevocable, royalty-free, transferable license to make, have made, use and disclose the inventions and information contained in Consultant Intellectual Property, and the right to sublicense any of Buyer's domestic and foreign affiliates, subsidiaries, joint venturers, equity partners, assigns or successors, to make, have made, and use the inventions and information of such Consultant Intellectual Property, to the extent required by Buyer or such affiliate, subsidiary, joint venturer, assign or successor to use the Work Product or have others use the Work Product solely for Buyer's or such affiliate, subsidiary, joint venturer, assign or successor's benefit. Buyer also retains the right to sublicense all or part of the Consultant Intellectual Property contained in the Work Product to any third party that purchases or acquires any assets of Buyer, which assets utilize such Work Product at the time of such purchase or acquisition, solely to the extent required by such third party to use the Work Product.

8. Force Majeure.

8.1 The performance by either Party of any covenant or obligation on its part to be performed under this Agreement shall be excused by floods, riots, fires, accidents, wars, embargoes, acts, injunctions, or restraints of government, or any other cause preventing such performance, beyond the affected Party's reasonable control and which is not due to the affected Party's fault or negligence ("Force Majeure Event"), provided that: (i) the Party whose performance is affected by the Force Majeure Event promptly notifies the other Party and uses reasonable efforts to mitigate adverse effects upon the other Party; and, (ii) the Party's obligation to perform shall be suspended only for the duration of the Force Majeure Event and a reasonable recovery time thereafter. In the event the Force Majeure Event continues for ten (10) consecutive calendar days, Buyer, at its option, may terminate the affected Accepted Order upon notice to Consultant.

9. Termination.

9.1 If either Party institutes or has instituted against it proceedings in bankruptcy, dissolves or liquidates its business, assigns or attempts to assign its business assets for the benefit of creditors, or if a receiver shall be appointed on account of its creditors, or if a receiver shall be appointed on account of its insolvency, or if its financial condition is such that the other Party, in its reasonable opinion, has concern about its ability to fully meet its obligations under this Agreement and/or any Accepted Order, the other Party may immediately terminate this Agreement and any and all Accepted Orders then in effect upon written notice. Further, if either Party shall default in the performance of any undertaking or obligation to be performed by it under this Agreement or under any Accepted Order and if within fifteen (15) calendar days after written notice thereof from the other Party (specifying in such notice the thing or matter in default) it fails to cure such default, the Party serving such notice, may without prejudice to any other right or remedy, terminate this Agreement and any or all of the Accepted Orders then in effect; a failure to perform by Consultant due to a strike, lockout, labor stoppage or labor troubles of any type or nature shall not excuse Consultant from performance of this Agreement or any Accepted Order, and any failure to perform as a result thereof shall be deemed a default hereunder by

Consultant. Notwithstanding the foregoing, in the event Consultant in any manner fails to perform its obligations under this Agreement and/or any Accepted Order in a timely manner and as required by this Agreement and an applicable Accepted Order for any reason whatsoever, including without limitation due to a strike, lockout, labor stoppage or other labor trouble, the applicable Buyer immediately may suspend the applicable Accepted Order(s), without any obligation or compensation to Consultant, and during the period of suspension Buyer may purchase the Product covered by the applicable Accepted Order(s) from others.

10. Dispute Resolution.

10.1 Except to the extent of a claim to enforce confidentiality obligations or to collect on an undisputed delinquent account, and as a precondition to instituting any legal action permitted by the provisions below, any controversy, claim or dispute between Owner and Consultant arising out of or relating to the provisions of this Agreement, or the breach, termination or a validity thereof shall, upon written request of either Party, immediately be referred jointly for resolution to senior executives of each of the Parties who have authority to settle the controversy and who are at a higher level of management than the person(s) with direct responsibility for day-to-day administration of this Agreement. Within fifteen (15) days after delivery of the written request of the Party, the receiving Party shall submit to the other a written response. The request notice and the response shall each include: (i) a statement of the respective Party's position and a summary of arguments supporting that position; and, (ii) the name and title of any other person who will accompany the senior executive. Within thirty (30) days after delivery of the disputing Party's request notice, the senior executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the controversy. The Parties agree to honor all reasonable requests for information. All negotiations pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

10.2 If the controversy has not been resolved by negotiation within forty-five (45) days of the disputing Party's request notice, or if the Parties failed to meet within thirty (30) days of such request notice, the Parties agree to attempt to settle the dispute by mediation under the mediation procedure rules then in effect of the CPR Institute or any rules mutually agreed upon by the Parties. Unless otherwise agreed, the Parties shall select a neutral mediator from the CPR Panels of Distinguished Neutrals. All mediation proceedings are non-binding.

10.3 This mediation must be concluded within any period mutually agreed upon by the Parties or if there is no such agreement, within forty-five (45) days of the selection of the mediator. Unless the Parties expressly agree otherwise, each Party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the cost of the mediator. If after proceeding in good faith (i) the Parties are unable to agree on a neutral mediator within thirty (30) days of the failure of the senior executives to meet as required in Section 10.2 or the failure of the senior executives to resolve the dispute in accordance with Section 10.2, whichever is earlier; or, (ii) with the assistance of a neutral mediator, the

Parties do not resolve the dispute within the period prescribed in this Section 10.3, the Parties may proceed in accordance with Section 10.4 below.

10.4 After exhausting the procedures set forth above, either Party may initiate litigation to resolve the dispute.

11. Notices.

11.1 All documents, notices and communications to be given hereunder or in connection herewith shall be in writing, signed (signing may be by an electronic signature) by the Party giving or making the notice or communication and shall be deemed given when: (i) (x) delivered in person or by messenger or (y) sent by facsimile or electronic mail on the date of receipt of a facsimile or electronic mail, provided that the sender can and does provide evidence of successful transmission and that such day is a business day (and if it is not, then on the next succeeding business day) or (z) three (3) business days after being deposited in the United States mail in a sealed envelope with sufficient postage affixed, registered or certified, return receipt requested, and (ii) addressed as set forth below, or to such other addresses or designee(s) as may be hereafter designated by a Party after providing written notice thereof to the other Party:

To Buyer: PPG Industries, Inc.
One PPG Place
Pittsburgh, PA 15272

Attention: Vice President, Purchasing and Distribution
Facsimile: (412) 434-4170

With a copy to the Buyer as specified in the applicable Accepted Order.

To Consultant: _____

Attention: _____
Facsimile: _____

12. Miscellaneous.

12.1 Independent Contractor. Consultant's relationship with the Buyer under this Agreement is that of an independent contractor. Nothing in this Agreement or any Accepted Order shall be construed as being inconsistent with that status. Consultant shall be solely responsible for its employees, subcontractors and agents and for their benefits, contributions and taxes, as applicable and shall indemnify and hold Buyer harmless from any and all liability arising therefrom.

12.2 Publicity and Marketing. Neither Party shall use any name, trademark or service mark of the other Party for any purpose without the other Party's prior written consent in each instance. Both the existence of this Agreement and the terms and

conditions contained herein, as well as the existence and nature of the relationship between the Parties formed hereby, shall be considered confidential and shall not be disclosed by either Party without the mutual consent of both Parties in each instance, except to the extent necessary for each Party to perform its obligations and exercise its rights hereunder.

12.3 Subcontracts. Consultant may not subcontract any portion of the Services without prior written approval of the Buyer, both in respect of that portion of the Services to be subcontracted and the proposed Subcontractor therefor. Any such approval shall not relieve Consultant of any of its duties, obligations, warranties, liabilities or responsibilities under this Agreement or the applicable Accepted Order. Consultant shall assure the performance of all Subcontractors and furnish such information relative to Subcontractors as the Buyer may at any time reasonably request, including but not limited to furnishing the Buyer with a copy of the subcontract. Nothing contained in this Agreement or an Accepted Order shall create any contractual relation between the Buyer and any Subcontractor of Consultant, but Consultant shall be fully responsible to the Buyer for all acts and omissions of its Subcontractors, their agents and employees, as Consultant is for the acts and omissions of all persons directly employed by Consultant. Consultant shall require its Subcontractors to be bound by the terms and conditions of this Agreement and the applicable Accepted Order. All portions of the Services performed for Consultant by a Subcontractor shall be pursuant to an appropriate agreement between Consultant and such Subcontractor (and where appropriate between subcontractors and sub-subcontractors).

12.4 Assignment. Neither this Agreement nor any Accepted Order is assignable by either Party, in whole or in part, without the prior written consent of the other (which consent shall not be unreasonably or untimely withheld), and any attempted assignment without such consent, whether by operation of law or otherwise, shall be void. If the non-assigning Party fails to respond within twenty (20) business days to a written request by the assigning Party for written consent to the assignment, the non-assigning Party will be deemed to have consented to the assignment. Subject to the foregoing, this Agreement and all Accepted Orders shall bind and inure to the benefit of the successors and assigns of the respective Parties hereto, including without limitation, any purchaser of Consultant's or Buyer's respective businesses or facilities as to which this Agreement and/or the Accepted Order relates.

12.5 Waiver. The failure of either Party to enforce at any time any of the provisions of this Agreement or of an Accepted Order shall in no way constitute or be construed as a waiver of that or any other provision of this Agreement or of the Accepted Order, nor in any way to affect the validity of this Agreement or of the Accepted Order or any provision thereof or the right of such Party to enforce thereafter each and every provision of this Agreement or of the Accepted Order. No waiver of any provision or breach of this Agreement or of the Accepted Order shall be deemed to be a waiver of any other provision or breach. The remedies herein reserved by the Parties shall be cumulative and additional to any other or further remedies provided in law or equity which the Parties may possess.

12.6 Remedies. Any right or remedy of either Party set forth in this Agreement shall not be exclusive, and, in addition thereto, both Parties shall have all rights and remedies under applicable law, including without limitation, equitable relief.

12.7 Governing Law. This Agreement, each Accepted Order and the relations and rights of the Parties hereunder are made under and shall be governed by the local laws of the Commonwealth of Pennsylvania (without giving effect to the conflict of law principles thereof).

12.8 Reformation. In the event any provision of this Agreement or of an Accepted Order is determined to be invalid, illegal or otherwise unenforceable for any reason, that provision shall be reformed to the maximum extent permitted to preserve the Parties' original intent, failing which it shall be severed from this Agreement or the applicable Accepted Order, with the balance of this Agreement and of the applicable Accepted Order continuing in full force and effect.

12.9 Translation. This Agreement is executed in English. In the event this Agreement is translated into a language or languages other than English, this version in English shall be controlling on all questions or interpretations and performance.

12.10 Reproductions. This Agreement, any Accepted Order, and all documents relating hereto and thereto may be stored and/or reproduced by any means or process including electronic or mechanical means. Any reproduction shall be admissible into evidence as the original in any litigation without regard to whether the original is in existence. If a Party signs this Agreement and/or any Accepted Order and then transmits an electronic facsimile of the signature page, (including, without limitation, in PDF format), the receiving Party may rely upon such electronic facsimile as an originally executed signature page without any modification or change to this Agreement, unless such modification or change is noted on such electronic facsimile by the transmitting Party.

12.11 Entire Agreement. This Agreement and any Accepted Order, including all documents referenced herein and therein, contain the entire agreement of the Parties with regard to the subject matter hereof and thereof and supersedes any prior communications, commitments, representations or warranty, or contracts between the Parties relating to the subject matter hereof and thereof. No modifications of this Agreement shall be of any force or effect unless reduced to a writing which specifically references this Agreement, states an express intent to modify or amend this Agreement, and is signed by the Parties claimed to be bound thereby.

The parties have executed this Agreement as of the Effective Date.

PPG Industries, Inc. ("PPG") _____ ("Consultant")

By: _____
Name (Print): Amy Z. Slone
Title: Manager Strategic Sourcing, EH&S
Date: _____

By: _____
Name (Print): _____
Title: _____
Date: _____

