

**Vendor #:** \_\_\_\_\_

**Agreement #:** \_\_\_\_\_

**THIS AGREEMENT CONTAINS PROVISIONS RELATING TO ALLOCATION OF RISK, INCLUDING BUT NOT LIMITED TO INDEMNITY, RELEASE OF LIABILITY, AND INSURANCE REQUIREMENTS. IT SUPERSEDES ANY PRIOR MASTER SERVICE AGREEMENT BETWEEN THE PARTIES.**

This Master Service Agreement ("Agreement"), effective as of \_\_\_\_\_, 20\_\_\_\_, is entered into between New Dominion, LLC (hereafter referred to as "Company") and affiliates, whose address is 1307 South Boulder Avenue, FL400, Tulsa, Oklahoma 74119 and \_\_\_\_\_, (hereafter referred to as "Contractor" or "Party" and, collectively with Company, as "Parties"), whose address is:

\_\_\_\_\_

\_\_\_\_\_

In consideration of the compensation provided in this Agreement and the other promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that Contractor shall provide services described in this agreement ("Services") in accordance with all the terms, provisions, conditions, and requirements of this Agreement, including all exhibits attached hereto.

**1. SCOPE OF SERVICES**

Contractor shall furnish all labor, supervision, insurance and transportation, and materials necessary to perform all the Services to the satisfaction of Company that are described or implied as set forth in Exhibit "B" attached hereto.

**2. TERM**

This Agreement is effective as of the date first written above and shall remain in effect until terminated by either Company or Contractor, subject to provisions provided for herein.

**3. NOTICES**

Any notice or communication required or permitted to be given by Company or Contractor to the other pursuant to this Agreement shall be in writing, and sent by US registered or certified mail with return receipt requested, or e-mailed, faxed, hand-delivered, or delivered by courier to the recipient party at the following address (AN EMAIL ADDRESS IS REQUIRED):

**To Company:**

New Dominion, LLC  
Attn: Fred Buxton  
1307 S. Boulder Ave. FL400  
Tulsa, OK 74119  
Tel: 918-587-6242  
Fax: 918-587-9250  
[Fred.Buxton@NewDominion.net](mailto:Fred.Buxton@NewDominion.net)

**To Contractor:**

**4. INDEPENDENT ENTITY**

In its performance under this Agreement, Contractor shall act at all times as an independent Contractor. It shall not make any commitment or incur any expense in the name of Company. Contractor expressly agrees, acknowledges, and stipulates that neither this Agreement nor the performance of its obligations hereunder shall ever result in Contractor being: (1) an employee, agent, servant, or representative of Company, or (2) entitled to any benefits from Company to which employees of Company may be entitled. The only compensation or benefits of any nature are the payments provided for herein. Company shall have no direction or control of Contractor or its employees and agents except in the results to be obtained. The actual performance and supervision of the Services shall be by Contractor, which shall meet the approval of Company.

**5. WARRANTY OF PERFORMANCE**

Contractor shall perform all Services in a professional manner, in strict conformity with the specifications and requirements listed in Exhibit "B" attached hereto, generally accepted professional standards, and all applicable laws, rules, and regulations. Any portion of the Services found defective or unsuitable shall be immediately corrected by Contractor without additional cost or risk to Company and without prejudice to any other remedy of Company provided hereunder.

**6. CHANGES**

For additional services that are not within the scope of Services and this Agreement, and for changes in the Services as requested by Company, terms, such as compensation, shall be approved in writing by Company and Contractor **in advance**. If Services include construction of new structures or modifications of existing structures, Contractor shall promptly, upon completion of Services, provide as-built drawings, data books, or manufacturers' operating documentation in sufficient detail to allow Company to operate, maintain, and repair such structures. Such documentation shall be considered Information as defined in Paragraph 14 of this Agreement and shall be delivered immediately upon Contractor's receipt of written request from Company. No additional or contrary terms in any price list, invoice, receipt, field ticket, job ticket, or any other similar document prepared by Contractor, even if signed and accepted by Company, shall modify the terms of this Agreement or create a new agreement.

**7. INVOICES AND PAYMENT**

**7.1 Invoices**

Contractor shall submit original invoices **and one (1) signed delivery/field ticket** or packing slip copy of each invoice only after the invoiced Services are completed.

Each invoice shall bear: Company's service location, well name(s), name or ID number of Company employee requesting/ordering work, Contractor's unique invoice number, date(s) of service, original invoice date, location of services performed, description of product delivered including quantities and/or other information as requested by Company and, if appropriate, itemized reimbursable expenses (including third party charges) as provided elsewhere in this Agreement. For Services performed on a lump-sum basis, invoices shall be itemized by activity showing Services performed and percentage complete.

Invoices for time and material shall show Services performed, **name and title of each individual** performing Services, the dates and number of hours worked on each respective date, the hourly rates, and extended totals. All invoices shall identify the items related to the charges and provide appropriate documentation supporting the charges (e.g., receipts, time sheets, copies of suppliers', vendors', or third parties' invoices covering purchases). Separate invoices should be submitted

for each project and for each well site. Contractor shall submit with its last invoice, proof of satisfactory to Company of the release of all sub-Contractors that are hired by Contractor employed by the Company (hereafter referred to as "sub-contractor").

## **7.2 Billing and Payment**

Contractor shall only submit invoices using one of the following methods: Contractor may submit invoices via the Oildex web portal at <http://www.openinvoice.com>. To register your company with OpenInvoice, click the "Join Now" tab on the login screen. Contractor may also submit individual invoices with backing documentation attachments to the Email address:

[AP@newdominion.net](mailto:AP@newdominion.net) This Email address is an automated system that accepts a single invoice per Email only. The invoice should be in .pdf format, and the .pdf should include all associated backup documentation. This Email address is only for invoices. It is not monitored for and does not process any other type of communications such as correspondence, billing statements, or other non-invoice content. Any invoice submitted by Contractor via an alternate method or to an alternate address cannot be processed and will have to be submitted according to the terms listed above. Any invoice submitted more than 60 days after work is performed shall be considered invalid and will not be paid.

## **8. AUDIT**

Company, or its designated representative, shall have the right to inspect and audit Contractor's books, records, and all associated documents to ensure compliance with the terms and conditions of this Agreement. Contractor agrees to maintain and cause its sub-contractors, if any, to maintain such books, records, and associated documents for a period of two (2) years from the end of the calendar year in which such costs were invoiced and to make such books, records, and associated documents available to Company at all reasonable times within such period and for so long thereafter as any dispute remains unresolved. Company may photocopy or reproduce any such books, records, and associated documents, limited to the portions thereof that apply to the terms and conditions of this Agreement. Company's right to audit shall not extend to bona fide trade secrets of Contractor, the components of any agreed-upon flat fee, nor to documents of the production, which violate the Health Insurance Portability and Protection Act.

## **9. SOCIAL SECURITY AND WAGE TAX LIABILITY**

Contractor shall accept exclusive liability for the payroll taxes and contribution for unemployment insurance, pensions, or annuities, and any other payments now or hereafter imposed by the U.S. Government or by any political subdivision thereof. It is measured by the wages, salaries, or other remuneration paid to Contractor, and Contractor shall timely pay and indemnify Company against all taxes, contributions, and payments by law that Contractor may be required to pay.

## **10. REPORTS TO BE FURNISHED BY CONTRACTOR**

Contractor shall keep and furnish to Company any work-related data requested by Company.

**10.1** Contractor shall report, as soon as practicable, all accidents or occurrences resulting in personal injury of property damage arising out of or during the performance of Services and shall furnish Company with written documents, including copies of all non-privileged reports made by Contractor to Contractor's insurer or to others, including any governmental agencies authority or agency of such accidents and occurrences at the same time such documents and reports are given or made to such Parties.

**10.2** To the extent required by law, Contractor shall report to the appropriate governmental agencies any spill or discharge of a hazardous or toxic substance or other pollutant within the

time provided by applicable laws of any governmental agencies. Contractor shall notify company immediately of any such spill or discharge and provide copies of any written reports filed with said agencies. Company and contractor shall cooperate in good faith with any investigation of any such spill or discharge.

## **11. INDEMNIFICATION**

### **11.1 Purpose and Definitions**

In order to eliminate controversies between Contractor, Company, and their respective insurers, Contractor and Company agree to allocate between themselves responsibility for certain losses involving personal injury, death, or property damage which may arise out of the performance of this Agreement. For the purposes of indemnity and interpretation of this Article 11 and the insurance requirements of Exhibit A, the following definitions shall apply:

- **“Company Group”** shall mean Company, its parent, subsidiaries, and affiliated companies and its and their joint owners, co-lessees, partners, joint-venturers, lessors, contractors, and subcontractors (other than Contractor and its contractors and subcontractors), and owners, shareholders, directors, officers, employees, agents, representatives, and invitees of all the foregoing;
- **“Contractor Group”** shall mean Contractor, its parent, subsidiaries, and affiliated companies and its and their joint owners, co-lessees, partners, joint-venturers, lessors, contractors and subcontractors, and owners, shareholders, directors, officers, employees, agents, representatives, and invitees of all the foregoing;
- **“Claims”** shall mean damage, loss, liability, claims, demands, and causes of action of every kind and character (including all costs and expenses therefor and reasonable attorney fees associated therewith).

### **11.2 Persons**

- A. **REGARDLESS OF CAUSE AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL BE RESPONSIBLE FOR AND DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS COMPANY GROUP AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH PERSONAL INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF CONTRACTOR GROUP.**
- B. **REGARDLESS OF CAUSE AND TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY SHALL BE RESPONSIBLE FOR AND DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS CONTRACTOR GROUP AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH PERSONAL INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF COMPANY GROUP.**

### **11.3 Property**

**REGARDLESS OF CAUSE AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL BE RESPONSIBLE FOR AND DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS COMPANY GROUP AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY OF ANY MEMBER OF THE CONTRACTOR GROUP**

**11.4** Company and Contractor each agree that in order to support their respective contractual indemnity obligations as provided herein, each shall carry and maintain for the benefit of the other party as indemnity liability insurance of the types and in the equal amounts set out in Exhibit “A” attached hereto. All such insurance shall be obtained prior to the commencement of

any operations or activities under this Agreement. Upon request, a Party shall furnish to the requesting Party evidence that such insurance has been obtained.

**11.5** To the extent permitted by law, the indemnities assumed in this Agreement shall be applicable only between Company Group and contractor Group, and do not create any affirmative rights in any other third parties or governments.

**11.6** The duty to defend set forth in this Paragraph 11 shall include but not be limited to payment of all costs, attorney's fees, court costs, and any other reasonable expenses associated with Claims to which Paragraph 11 of this Agreement is applicable. Each Party shall have the right, at its option, to participate at its own expense in the defense of any suit without releasing the other party from any indemnity obligation under this Paragraph 11.

## **12. INSURANCE**

**12.1** At all times during the term of this Agreement, the Parties agree to obtain and maintain insurance of the types and in the amounts set forth in Exhibit "A: attached hereto. However, the liabilities of the Parties shall in no way be limited to the amounts of insurance required herein (except to the extent expressly mandated by applicable law). Moreover, the indemnity obligations each Party assumes under the terms of this Agreement are independent of the contractual insurance requirements set forth in Exhibit "A", and such indemnity obligations shall not be lessened or extinguished by reason of either Party's failure to obtain the required insurance coverage or by any defenses asserted by either Party's insurers.

**12.2** The parties shall cause each insurer to agree to give the other Party at least thirty (30) days' written notice of cancellation or expiration of any such policies or for any other changes that would materially reduce the limits or coverage (or increase the cost to either Party) of such policies.

**12.3** Notwithstanding any provision herein to the contrary, failure to secure the insurance coverage, failure to comply fully with any of the insurance provisions of this agreement, or failure to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Agreement shall in no way act to relieve the other Party from the obligations of this Agreement and shall constitute grounds for the immediate termination of this agreement by the other Party (in addition to any other rights or remedies available to the other Party).

## **13. LIMITATION OF LIABILITY**

Neither Contractor nor Company shall be liable to the other Party for special, indirect, exemplary, punitive, or consequential damages resulting from or arising out of this Agreement, including, without limitation, loss of profit or business interruptions, however same may be caused.

## **14. CONFIDENTIALITY**

Contractor agrees to hold in confidence, and not to disclose to third parties or use for any purpose other than performance of the Services, all or any part of the information (including the location and type of services performed), maps, data, plans, reports, manuscripts, procedures, schedules, drawings, specifications, results, models, computer programs, or any work product resulting from or attributable to the Services which is (i) received or ascertained by Contractor, directly or indirectly, from Company, its licensors or other contractors, or any member or members of the project for which the Services are performed; or (ii) originated or otherwise acquired by Contractor, its employees, representatives, or sub-Contractors, in connection with, as a result of, or incident to performance of the Services ("Information") Contractor shall ensure and be

responsible for the compliance of any of its employees, sub-Contractors, or suppliers who will be engaged in the performance of the Services or may be exposed to Information with the provisions of Paragraphs 14 and 15 of this Agreement. Nothing herein contained shall preclude Contractor from providing information to any governmental agencies to the extent Contractor is required to do so by applicable laws, rules, codes, or regulations of any governmental agencies.

**15. INTELLECTUAL PROPERTY**

Contractor agrees that all of Company's patents, trademarks, service marks, copyrights, trade secrets, and other proprietary rights ("Intellectual Property") existing prior to the date of this Agreement remains the sole property of Company and that Contractor acquires no rights of any kind in such Intellectual Property. Contractor also agrees that all iterative improvements or derivatives to (a) Company's prior Intellectual Property or (b) Company's Intellectual Property developed during the course of this Agreement remains the sole property of Company, regardless of which party conceived or disclosed the improvement. All Information pertaining to the Services, whether completed or not, all copies and derivatives thereof and all copyrights therein, shall be the sole and exclusive property of Company for its copying, use, modification, distribution, or disclosure, without accounting, in whatever way Company may choose, notwithstanding copyright or other restrictive legends placed thereon by Contractor, its employees, its sub-Contractors, or its suppliers. All Information and Intellectual Property and all copies thereof shall be delivered to Company promptly at Company's request from time to time, at the termination or completion of the Services, or at the termination of this Agreement, whichever is earlier, and contractor hereby assigns to the Company the whole ownership of all right, title, and interest (including, without limitation, all copyrights) to the Information and the Intellectual Property.

**16. CONFLICT OF INTEREST**

Contractor shall make all reasonable efforts to prevent occurrences of and eliminate conditions that could result in a conflict with the best interest of Company. Contractor shall make all reasonable efforts to prevent conflicts of interest from arising out of relationships between agents or employees of Contractor and agents or employees of Company. Contractor's efforts shall include the establishment of precautions to prevent Contractor's agents and employees from giving or receiving gifts or entertainment, other than an ordinary social amenity, or making any payments, loans, or other consideration for the purpose of procuring business or inducing any person to act contrary to the best interest of company. Contractor shall immediately contact company's General Counsel in the event any employee or agent of Company advertently or inadvertently creates a situation that could result in a potential conflict of interest.

**17. DRUGS, DEADLY WEAPONS, AND SEARCHES**

**17.1** Contractor shall abide by and help enforce among its employees the Company's following policy regarding drugs, deadly weapons, and alcohol:

"Using, possessing, or being under the influence of alcoholic beverages, illegal drugs, narcotics, or other controlled substances and unauthorized drugs for which a person does not have a current prescription, in addition to the possession of deadly weapons or explosives while on Company's premises is prohibited. To ensure compliance with this policy, company may conduct unannounced, periodic inspections of all individuals and their personal effects while on Company's premises. Violation of the company policy or refusal to submit to an inspection will be cause for immediate removal from Company's premises."

**17.2** Contractor shall, at its own cost, comply with Company's requirements for verifying compliance with the current and any future applicable D.O.T. regulations.

## **18. SAFETY AND HEALTH POLICY**

**18.1** Contractor shall provide continuous, adequate protection of the Services and any work product, as well as Company's property and adjacent property, and shall take all necessary precautions to maintain the workplace free from recognized hazards, which are likely to cause death, illness, or injury to persons or damage to property. Contractor shall comply and cause Contractor's employees, agents, and others under Contractor's control to comply with the rules as contained in the most current edition of Company's health and environmental laws, rules, regulations, or orders. Nothing contained in this Paragraph 18 shall be interpreted as enlarging the legal duty of Company to Contractor or Contractor's agents, employees, and others under Contractor's control or altering the status of Contractor as having sole responsibility for the safety of its workers as set forth in this Agreement.

**18.2** Contractor must have all required safety equipment prior to commencement of Services. Company shall be under no obligation to pay contractor any amount when Contractor's employees or sub-Contractors are not permitted to perform Services due to lack of safety equipment. Additionally, Contractor may be liable to Company for any incremental costs incurred (e.g., extra logistics costs) if immediate removal of Contractor's employees or sub-Contractors is required or Services are delayed due to Contractor's failure to meet all safety requirements.

**18.3** Subparagraphs 18.1 and 18.2 in Paragraph 18 are agreed to by both Company and contractor to be of the highest importance. A breach or violation of any of the terms of Paragraph 18 of this Agreement by Contractor will be considered a substantial breach of this Agreement. If Contractor fails to promptly cure said breach or violation or to otherwise not comply with Paragraph 18 of this Agreement, Company may seek removal of and may take any action permitted under law or by the terms of this Agreement, including its termination.

## **19. NON-DISCRIMINATION IN EMPLOYMENT**

During the performance of Services hereunder, Contractor agrees to comply with governmental agencies laws, rules, and regulations applicable to Contractor's operations hereunder, and the non-discrimination and affirmative action provisions of Executive Orders 11246, 11375, 11141, 11598, and 11758, all as amended, and Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, together with all pertinent regulations issued thereunder, which Acts and Orders are fully incorporated herein by reference.

## **20. FORCE MAJEURE**

Except for the duty to make payments, neither Party shall be liable to the other for any failure to perform any of its obligations hereunder to the extent performance is prevented due to Force Majeure. For the purposes of this Agreement, Force Majeure shall mean causes that are beyond the reasonable control and without the fault or negligence of the Party claiming Force Majeure and that could not have been avoided or prevented by reasonable foresight, planning, or implementation by the party claiming Force Majeure. Such causes shall include but not be limited to war (declared or undeclared), acts of terrorism, insurrections, hostilities, strikes or lockouts (other than strikes by or lockouts of such Party's employees, which strikes or lockouts shall be deemed not to be Force Majeure events), riots, fire, storm and other nature-related interference, or hindrance by any governmental agencies' authority. In case of a Force Majeure condition, Contractor will promptly notify Company in writing of the particulars of such condition and will

do all things reasonably possible to remove such condition and resume performance hereunder as soon as such condition is removed.

**21. TERM AND TERMINATION**

**21.1** This Agreement is for a term of one (1) year, and shall automatically renew for one (1) year without sixty (60) days' written notice of termination. This Agreement is binding on heirs and assigns.

**21.2** Contractor agrees that the engagement of Contractor pursuant to the terms of this Agreement is contingent upon Contractor's complying with the Company policies set forth in Paragraphs 17 and 18 hereof as well as the agreements set forth in Paragraphs 14 and 15 hereof. Failure by Contractor to comply with such policies or agreements may result in the immediate termination of this Agreement.

**21.3** Company may terminate this Agreement for cause in the event contractor materially breaches the Agreement, or if Contractor fails or refuses to perform the Services hereunder during circumstances which are within its control. In such event, Contractor shall be liable to Company for any damages sustained due to its material breach or its failure or refusal to perform the Services.

**22. SURVIVAL**

The Parties agree that, notwithstanding any other provision to the contrary in this Agreement, the obligations imposed by Paragraphs 8 (Audit), 11 (Indemnification), 14 (Confidentiality), and 15 (Intellectual Property) herein shall survive completion of the Services and termination of this Agreement.

**23. WAIVER**

The waiver by either Party of a breach or violation of any provision of this Agreement shall not be construed as a waiver of any subsequent breach or violation. None of the provisions of this Agreement shall be considered as waived by either party unless the same is done in writing and signed by the waiving party or its duly authorized agents or representatives.

**24. AMENDMENTS**

This Agreement may not be amended, nor any provision hereof waived, except by a written amendment executed with the same formality as this Agreement and executed by duly authorized representatives of the respective Parties.

**25. GOVERNING LAW**

This Agreement and all matters relating to the meaning, validity, or enforceability thereof and the performance of Services hereunder shall be governed by the laws of the State of Oklahoma, exclusive of its conflicts of laws' provisions. Any suit or proceeding hereunder shall be brought exclusively in the state or federal court of general jurisdiction for the county where the Services are provided. Each Party consents to the personal jurisdiction of such courts, and waives any objection that such courts are an inconvenient forum.

**26. CONFLICTS**

In the event of a conflict between the provisions of this Agreement and any attached Exhibits, or any other papers or documents, the provisions of this agreement shall control. This Agreement supersedes any prior master service agreement between the parties and any such prior agreement shall be deemed terminated as of the effective date of this Agreement.



**27. EXHIBITS**

The following Exhibits are attached hereto and are made a part hereof for all purposes:

**Exhibit "A" – Insurance Requirements**

**Exhibit "B" – Scope of Services**

**EXECUTED AS OF THE DATE FIRST STATED ABOVE.**

**NEW DOMINION, LLC:**

**CONTRACTOR:**

By: \_\_\_\_\_  
SIGNATURE

By: \_\_\_\_\_  
SIGNATURE

Name: Fred M. Buxton  
Title: Vice President & General Counsel  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**  
**INSURANCE REQUIREMENTS**  
**TO MASTER SERVICE AGREEMENT**  
**BETWEEN NEW DOMINION, LLC AND**

\_\_\_\_\_  
**Dated:** \_\_\_\_\_

<b><u>TYPES OF INSURANCE TO BE CARRIED</u></b>	<b><u>MINIMUM REQUIRED</u></b>
1. EMPLOYER Worker's Compensation Policy <u>Endorsements</u> Employer's Liability	Statutory Limits \$1,000,000
2. GENERAL LIABILITY <u>Endorsements</u> Personal Injury Independent Entity Premises Product Liability Completed Operations Contractual Liability Property Damage	\$5,000,000
3. COMPREHENSIVE AUTOMOBILE LIABILITY <u>Endorsements</u> Owned Vehicles Non-Owned Vehicles Hired Vehicles	\$1,000,000 csl

Additional Insureds. To the extent of the liabilities agreed to be assumed by Contractor under this Agreement, Contractor shall endorse the above insurance policies to name Company as an additional insured (except for Workers Compensation).

Subrogation. All policies Contractor is required to maintain hereby shall be endorsed to provide that underwriters and insurance companies of Contractor shall not have any right of subrogation against Company or Company Group or its or their respective underwriters and insurance companies.

Certificates. Prior to commencing any operations or activities, Contractor shall furnish Certificates of Insurance to Company evidencing the insurance required hereunder, and, upon request, Company may examine true copies of the actual policies. The certificates shall provide that the insurance is in full force and effect and that it shall not be canceled or materially changed without thirty (30) days' prior written notice to Company. All certificates must contain reference to endorsements (i.e., additional insureds, waivers of subrogation, etc.) required herein.

Premium. All policies shall be endorsed to provide that there will be no recourse against Company for payment of premium.

Sub-Contractor's Insurance. Contractor shall require all sub-contractors to obtain, maintain, and keep in force during the time for which they are engaged in performing work hereunder, adequate coverage and furnish company acceptable evidence of such insurance upon request. All policies shall be endorsed to provide a waiver of subrogation in favor of Company.

Limit of Liability. These insurance provisions in no way affect the liability of Contractor as stated elsewhere in this Agreement.

Primary Insurance. It is hereby understood and agreed that any coverage provided to Company by Contractor's insurance under this Agreement is primary insurance and shall not be considered contributory insurance with any insurance policies of Company.

Deductibles. All deductibles in the above-described insurance policies shall be assumed by, for the account of, and at Contractor's sole risk.

Self-Insurer. In the event that Contractor elects to be a self-insurer, and Company consents to Contractor being a self-insurer as to any one or more of the risks for which coverage is herein required, evidence of such consent must be in writing and approved by a representative of company authorized to enter into such consent agreement.

**EXHIBIT “B”  
SCOPE OF SERVICES  
TO MASTER SERVICE AGREEMENT  
DATED \_\_\_\_\_  
BETWEEN  
NEW DOMINION, LLC  
AND  
\_\_\_\_\_**