

## TERMS AND CONDITIONS

**PARTIES AND DEFINITIONS** - As used herein, the following terms have the following meanings: (a) "Purchaser" shall mean the Purchaser which is issuing this Service Order ("Order") for the identified work, service or any related goods (the "Services") on the face of this Order, (b) "Contractor" shall mean the Contractor named on the face of this Order including its officers, directors, employees, subcontractors and agents.

**PRICE** - Purchaser shall pay Contractor for the Services at the price set forth in the pricing section of this Order. The price fixed by this Order is not subject to change except as expressly provided herein or by written amendment signed by Purchaser and Contractor. If the price for the Services is not stated in this Order, the price shall be the price last quoted or paid by Purchaser, or the prevailing market price, if lower.

**PAYMENT** - When the Services covered by this Order are completed according to the terms and conditions hereof, Contractor shall submit to Purchaser an approved invoice in a form satisfactory to Purchaser and within sixty (60) days after receipt thereof, Purchaser shall pay to Contractor the amount of the invoice, less any retentions or deductions or disputed amounts deemed appropriate by Purchaser. The price paid by Purchaser shall take into account all applicable taxes, wages, costs of any type and profit connected with the Services performed. Purchaser may require, as a condition to any payment, that Contractor submit receipts and documentation as Purchaser may reasonably request and waivers of lien rights. Delay in receiving Contractor's invoice and errors or omissions on the invoice will be considered just cause for withholding payment. Contractor's invoice shall be received no later than thirty (30) days after completion of the Services. Purchaser may withhold payment if (i) in Purchaser's reasonable opinion, the Services fail to conform to the warranties or representations provided herein, or (ii) Purchaser disputes the correctness of the invoice submitted. In the event Purchaser disputes and invoice in whole or in part, Purchaser shall pay the undisputed portion within the applicable payment period. The Parties shall endeavor to settle and adjust any disputed amount.

**COMPLIANCE** - Contractor shall promptly acknowledge receipt and acceptance of this Order. Contractor shall perform the Services in strict accordance with the requirements and specifications described in this Order and any applicable Exhibits, attachments and the standards prescribed by law or by anybody having the right to prescribe minimum standards. Purchaser rejects any nonconformity, substitution, change or delay unless Contractor has received written authorization from Purchaser pursuant to Section 5 herein. Any rejection or revocation of the Services shall be at Contractor's expense.

**CHANGES** - After receipt of an approved Field Change Request, Purchaser may make changes within the general scope of this Order, including without limitation, additions or reductions in all or any of the Services, by issuance of a written Field Change Order to Contractor. Contractor shall strictly comply and properly perform with each such Change Order. The price and time for performance will be equitably adjusted to accommodate such change. However, changes and corrections which do not affect Contractor's net cost shall be made without charge.

**GIFTS AND GRATUITIES** - By its acceptance of this Order, Contractor represents that it has not, nor shall it pay any commission, fee, or grant any rebate to any employee of Purchaser, nor favor any employee of Purchaser with any gift or entertainment of more than nominal cost or value, nor enter into any business arrangement with any employee of Purchaser, other than as a representative of Purchaser. Purchaser or its representatives may audit any and all records of Contractor for the purpose of determining whether Contractor has complied with this Section.

**PATENT INFRINGEMENT** - Contractor warrants and represents that none of the Services provided hereunder will infringe upon, violate or misappropriate any patents, copyrights, trademark, trade secret, or other protected property rights and CONTRACTOR SHALL AND DOES HEREBY RELEASE, DEFEND, INDEMNIFY, AND HOLD PURCHASER HARMLESS AGAINST ANY AND ALL CLAIMS, JUDGMENTS, LOSSES, LIABILITIES AND EXPENSES FOR INFRINGEMENT AS A RESULT OR ARISING OUT OF THE SERVICES COVERED BY THIS ORDER.

**WARRANTY** - Contractor shall perform all Services in a good and workmanlike manner with due diligence and without undue delay or interruption and in such a manner as to cause a minimum of interference with Purchaser's operations. Contractor warrants that the Services shall be free of defects for a period of not less than eighteen (18) months after the date of final written acceptance of the Work by Purchaser, or twelve (12) months after the start of regular operation or use of the Work by Purchaser, whichever occurs first. During such period, the Services found defective or unsuitable shall be removed, replaced or corrected by Contractor without additional cost or risk to Purchaser. Contractor shall be solely responsible for its acts and omissions and for the acts and omissions of its agents, employees, and subcontractors. Contractor shall be an independent contractor in the performance of the Services under this Order and shall not be deemed for any purpose to be an agent, employee, servant, or representative of Purchaser. Contractor acknowledges that there are hazards inherent in Purchaser's operations and has properly conveyed these hazards to its employees and subcontractors and accepts Purchaser's premises and facilities and equipment "AS IS, WHERE IS" for the performance of the Services.

**TERMINATION** - Without limitation or waiver of any of Purchaser's rights elsewhere set forth in this Order, Purchaser may cancel this Order in its entirety prior to the commencement of any Services hereunder and without liability except for any actual expenses incurred in preparation specifically for Services under this Order. In no event shall Purchaser's liability in respect of this Order exceed the total price for this Order in effect immediately prior to termination. This Section 9 shall not be construed as limiting any other rights or remedies of Purchaser. If Contractor is terminated for breach, Contractor shall have no right to recover any profit or additional costs with respect to that portion of the Order which is terminated, and Purchaser shall have against Contractor all remedies provided by law and equity. If Contractor becomes insolvent or adjudged bankrupt, or if Contractor does not cure or, if immediate cure is impossible, commence and diligently continue curing, any default of Contractor under this Order within three (3) days after written notice of such default by Purchaser; Purchaser may, by written notice to Contractor, without prejudice to any other rights or remedies which Purchaser may have, terminate further performance by Contractor of this Order. In the event of such termination, Purchaser may complete the performance of this Order by such means as Purchaser selects, and Contractor shall be responsible for any additional costs incurred by Purchaser in so doing.

**INDEMNITY** - CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS PURCHASER, ITS PARENT, ANY SUBSIDIARY, AFFILIATED COMPANIES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, TRUSTEES, AND REPRESENTATIVES OF EACH AND THE SUCCESSORS, AND ASSIGNS OF ANY OF THE PRECEDING FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, EXPERT FEES AND LITIGATION COSTS) OF EVERY KIND AND CHARACTER FOR BODILY INJURY, ILLNESS OR DEATH AND FOR ALL LOSS, DAMAGE AND DESTRUCTION OF PROPERTY, VIOLATION OF GOVERNMENTAL LAWS, REGULATIONS, OR ORDERS WHICH ARE CAUSED BY, OR ARISE OUT OF, CONTRACTOR'S NEGLIGENCE, STRICT LIABILITY, WRONGFUL ACTS OR OMISSIONS, IN THE PERFORMANCE OR NONPERFORMANCE OF THIS ORDER OR THE BREACH THEREOF, EXCEPT THAT CONTRACTOR ASSUMES NO LIABILITY FOR THE NEGLIGENT ACTS OF PURCHASER, ITS AGENTS, SERVANTS OR EMPLOYEES. CONTRACTOR'S RELEASE, DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATIONS SHALL BE CONSTRUED IN ACCORDANCE WITH AND ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND IF ANY PORTION OF THIS CLAUSE SHOULD BE DEEMED TO BE LEGALLY UNENFORCEABLE, THIS CLAUSE SHALL BE DEEMED AMENDED TO PROVIDE FOR CONTRACTOR'S OBLIGATIONS HEREUNDER TO BE THE MAXIMUM OBLIGATIONS ALLOWABLE UNDER APPLICABLE LAW, AND THE REMAINING PORTIONS SHALL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. PURCHASER SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN THE DEFENSE OF EACH SUCH CLAIM. CONTRACTOR'S LIABILITY SHALL NOT BE LIMITED TO ITS MINIMUM INSURANCE REQUIREMENTS SET FORTH HEREIN.

**ASSIGNMENT** - Contractor may not assign its right or delegate its obligations hereunder without Purchaser's written consent, except those rights to proceeds which by law may be assigned notwithstanding a contractual prohibition against such assignment. Purchaser may assign its rights or delegate its obligations hereunder to another.

**COMPLIANCE WITH LAWS** - Contractor warrants that all Services shall be performed in strict compliance with all applicable laws and regulations. Contractor shall procure at Contractor's sole cost all necessary permits, certificates, and licenses required by all applicable laws, regulations, ordinances and rules of the state, municipality, territory or political subdivision where the Services are performed, or required. Contractor further agrees to hold Purchaser harmless from and against all liability and loss incurred by Contractor by reason of an asserted or established violation of any such laws, regulations, ordinances, rules or requirements.

**EQUAL OPPORTUNITY** - Executive Order 11246, the Equal Opportunity Clause prescribed in 41 CFR 60-1.4(d) (race, color, religion, sex and national origin); 41 CFR 60-1.7 (filing the Employer Information Report annually); 41 CFR 60-1.8 (non-segregated facilities); 41 CFR 60-1.40 (establishment of a written affirmative action plan); 41 CFR 60-250.5 (veterans); 41 CFR 60-741.5 (workers with disabilities); 48 CFR Chapter 1 Subpart 19.7 (Small Business and Small Disadvantaged Business Concerns); Executive Order 12138 (women-owned businesses); 41 CFR 60-300.5(a) (disabled veterans, recently separated veterans, other protected veterans and armed forces service medal veterans).

**LIENS** - Contractor shall indemnify and hold Purchaser harmless from and against all laborer's, materialmen's and/or mechanic's liens arising from the performance of Contractor's Services, and provided Purchaser remains current in all of its payment obligations hereunder shall keep the premises of Purchaser free from all such claims, liens, and encumbrances.

**SAFETY** - While on the premises of Purchaser, Contractor, its employees, agents and subcontractors shall comply with Purchaser's health, safety and environmental guidelines as well as all statutory and governmental health, safety and environmental regulations, and Contractor shall not allow, and shall take all steps reasonably necessary to prevent the possession of any unauthorized, prohibited, illegal, or controlled substance, illegal weapons or firearms by one of its employees on the premises of Purchaser. Contractor shall keep Purchaser's premises and the vicinity thereof clean of debris and rubbish caused by its Services and upon completion of its Services, shall leave the premises clean and ready for use. Upon request of Purchaser, and at no cost or expense to Purchaser, Contractor shall promptly remove from the premises of Purchaser any person under the control of Contractor who violates any of the aforesaid health, safety, and environmental regulations, or who may cause or threaten to cause a breach of the peace, or who is otherwise objectionable to Purchaser. Purchaser reserves the right at any time to refuse entry onto its premises or to remove from its premises any of Contractor's or its subcontractor's employees for that employee's failure to adhere to Purchaser's health, safety or environmental guidelines or any statutory or governmental health, safety or environmental regulation.

**EXECUTIVE ORDER 13201 COMPLIANCE.** The Contractor agrees to comply with the provisions of 29 CFR part 470.

**INSURANCE.** Contractor agrees to the minimum insurance terms and conditions set forth in Exhibit A, which is incorporated herein.

**COMPLETE AGREEMENT** - This Order constitutes the sole and entire agreement between the Parties hereto. The terms and conditions of this Order apply and bind Contractor to the exclusion of any provision of any document furnished by Contractor which is inconsistent with this Order. ANY ACCEPTANCE OR ACKNOWLEDGEMENT OF THIS ORDER BY CONTRACTOR SHALL BE EXPRESSLY LIMITED TO PURCHASER'S ORIGINAL TERMS AND CONDITIONS. ANY ADDITIONAL, DIFFERENT OR SUPPLEMENTARY TERMS IN ANY INVOICE, FORM OR DOCUMENT OF CONTRACTOR ARE OBJECTED TO AND REJECTED BY PURCHASER. If Purchaser and Contractor have entered or hereafter enter into a separate agreement entitled "Master Service Agreement" which contains supplemental terms not addressed in this Order, those supplemental terms are incorporated herein. If and to the extent there is any conflict between this Order and a Master Service Agreement, the Master Service Agreement shall prevail.

**CONTRACTOR BACKGROUND CHECK** - Contractor and its subcontractor(s) shall perform a background check on any of their employees who will have unescorted access. The background check shall be performed on applicable employees within one (1) year prior to the employee being granted unescorted access to Purchaser premises and on at least an annual basis thereafter while the employee continues to have unescorted access to Purchaser premises. Prior to the

performance of Work under this Agreement and on an annual basis thereafter, an authorized employee of Contractor must attest in writing that it and its subcontractor(s) maintain a comprehensive security program that includes, to the extent allowable by law, an adequate background check on all personnel who have unescorted access to Purchaser premises and that Contractor has performed background checks in compliance with this Article.

At a minimum, the background check must include:

- Verification of legal authority to work in the U.S.;
- Review of an individual's record of criminal conviction history in jurisdictions in which the individual resided or worked for more than 30 days within the past seven (7) years to assess suitability for access to Purchaser's premises;
- Identification of any information or knowledge the Contractor or subcontractor may possess indicating an individual may pose a risk to Purchaser.

If requested by Purchaser, Contractor or its subcontractors shall demonstrate the validity and comprehensiveness of their background check methodology, either generally or specifically, as to any of their employees to the satisfaction of Purchaser. If Purchaser becomes aware of background information on an employee of Contractor or its subcontractor, subsequent to the commencement of work by that employee, and in light of such information, Purchaser determines the employee does not meet the background check requirements of this Article, the employee will not be allowed to continue work under this Agreement. Likewise, if Contractor or its subcontractors subsequently become aware of any background information that would cause any of their employees to fail to meet the background check requirements of this Article, such information must be communicated to Purchaser immediately and the employee shall not be permitted to continue to work under this Agreement. Notwithstanding Contractor's or its subcontractor's prior background checks or the adequacy of Contractor's or its subcontractor's background check methodology, Purchaser reserves the right at any time to perform its own spot background checks or verification as permitted by law (including criminal or identity background check using public record databases) on Contractor's and its subcontractor's employees. Purchaser reserves the right at any time to refuse entry onto its premises or to remove from its premises any of Contractor's or its subcontractor's employees for that employee's failure to meet background check criteria, or Contractor's or its subcontractor's failure to conduct a background check as required by this Article. Contractor shall maintain and shall assure that its subcontractor's maintain during the term of the Agreement a true and correct set of records to permit Purchaser to verify Contractor's compliance with this Article.

**ACCESS CONTROL** - Contractor shall notify Purchaser within 3 working days if any of Contractor or its subcontractor employees assigned to enter any access-controlled parameter on or around a Purchaser site, have been terminated or are no longer assigned to the Purchaser site. The notice provided by Contractor must contain the employee's legal name (first, middle, and last), date of birth (mm/dd/yyyy) and Purchaser site at which the employee was working or previously assigned to. This notice shall be completed by sending an email to Procurement@parpacific.com. For audit purposes Contractor must maintain a record of the above notification for 3 years.

**CONFIDENTIALITY** - This Order and anything related to the performance of the Services shall be deemed confidential and shall not be revealed by Contractor to any third party not necessary for the completion of the Services unless permission is first obtained in writing from Purchaser.

**CHOICE OF LAW** - - This Contract and the relationship between the Parties shall be construed in accordance with and governed by the laws of the State of Texas without regard to conflicts of law provisions that would direct application of the laws of another state.

**PERMITS AND LICENSES** - Contractor represents and warrants that it and its agents and representatives have all permits and/or licenses required by any applicable governmental authority and/or are necessary to perform the scope of work pursuant to this Agreement, and that it shall defend, indemnify and hold Par Pacific Holdings, Inc. and its subsidiaries and affiliates, and its and their employees, officers, and directors harmless from and against any and all claims, damages, fines, or other loss, including any delay in the work, which arises out of or is related to Contractor not having all permits and/or licenses required by any applicable governmental authority and/or that are necessary to perform the scope of work pursuant to this Agreement.

## Exhibit A

### Minimum Insurance Requirements

Contractor or Supplier (hereinafter, "Contractor") will strictly adhere to all insurance requirements set forth herein. At a minimum, Contractor shall obtain and maintain during the term of this Agreement the following:

1. Workers' Compensation and Employer's Liability
  - a. Statutory requirements in the jurisdiction where the operations are conducted. This includes coverage under the U.S. Longshore and Harbor Workers' Compensation Act as well as the Outer Continental Shelf Lands Act with voluntary compensation for marine operations to include transportation, wages, maintenance and cure, and Jones Act Coverage where required.
  - b. Coverage B Employer's Liability with a minimum limit of \$1,000,000.00.
2. Commercial General Liability
  - a. Minimum combined single limit of \$1,000,000.00 per occurrence for bodily injury or property damage liability. Deductible or self-retention amount must be shown on certificate of insurance.
  - b. Blanket Contractual liability specifically covering the indemnities contained in this Agreement.

- c. Products and Completed Operations coverage.
  - d. Personal Injury coverage.
  - e. Premises/operations coverage- Damage to rented premises \$500,000
  - f. Explosion, blasting, underground damage and collapse coverage.
  - g. Broad form property damage.
  - h. Par named as additional insured.
  - i. Endorsement to include a waiver of subrogation in favor of Par.
3. Commercial Automobile Liability
- a. Coverage for all owned and non-owned, hired vehicles.
  - b. Minimum combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage liability. Deductible or a self-retention amount must be shown on certificate.
  - c. If applicable, Motor Carrier Policies of Insurance for Public Liability Endorsement (Motor Carrier Act of 1980) with Minimum Limits of \$1,000,000 Bodily Injury and Property Damage per occurrence.
  - d. Par named as additional insured.
  - e. Endorsement to include a waiver of subrogation in favor of Par.
4. Excess (Umbrella) Liability
- a. Limits of Liability not less than \$4,000,000.00 per occurrence.
  - b. Par named as additional insured.
  - c. Additional excess limits may be utilized to supplement inadequate limits in the primary policies required in Items 1(b), 2(a) and 3(b) above.
  - d. Endorsement to include a waiver of subrogation in favor of Par.
5. Contractor's Pollution Liability (when applicable)
- a. Limits of Liability not less than \$5 million per occurrence.
6. Errors and Omissions Liability (when applicable)
- a. Limits of Liability not less than \$5 million per occurrence.
7. General Provisions
- a. When requested by Par, Contractor shall have its insurance carrier(s) furnish Par with certificates of insurance evidencing the insurance required herein. In the event Contractor fails to provide Par with such certificates, Par has the right, but not the obligation, after five (5) days written notice to Contractor, to obtain the insurance on behalf of Contractor, and to charge the cost to Contractor. In addition, Par shall not be obligated to make any payments to Contractor until properly and fully executed certificates of insurance have been provided to Par; provided, however, that commencement of Work shall not constitute a waiver of Par's right to require full compliance with all insurance requirements set for in this Article.
  - b. All insurance required hereunder and provided by Contractor shall be primary coverage.
  - c. Insurance coverage required under this Agreement shall be additional security for the obligations assumed by the Contractor hereunder and in no event shall the types or limits of coverage required be deemed to limit any obligation of liability assumed under this Agreement.
  - d. All deductibles, self-insured retentions and self-insurance carried by the Contractor under this insurance program are the sole responsibility of the Contractor and will not be borne in any way by the Par. The Contractor will indemnify Par, in full, for any amounts related to the above.
  - e. Contractor shall cause each of its subcontractors to carry insurance of types and amounts necessary to cover risks inherent in the Work of that subcontractor.
  - f. Endorsement to include Primary/Non-Contributory Clause.

**CERTIFICATE HOLDER:**

Par Pacific Holdings, Inc.  
825 Town & Country Lane, Suite 1500  
Houston, Texas 77024  
Attn: Procurement