



MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is effective _____, 2018 (“Effective Date”) between AmeriGas Propane, L.P., with a principal place of business at 460 North Gulph Road, King of Prussia, PA 19406 (“AmeriGas”) and _____ with a principal place of business at _____ (“Vendor”).

RECITALS

WHEREAS, AmeriGas desires to engage Vendor to perform certain services (the “Services”) for AmeriGas as may be described in a Statement of Work between AmeriGas and Vendor (the “Statement of Work”); and

WHEREAS, AmeriGas and Vendor wish to define herein the terms and conditions under which Vendor will provide AmeriGas with such Services.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

TERMS & CONDITIONS

1. Agreement Scope. This MSA together with a Statement of Work each represents a fully integrated agreement between AmeriGas and the Vendor. The terms and conditions set forth within this MSA are incorporated into every Statement of Work.

2. Term. This MSA will begin on the Effective Date and continue for a period of one (1) year(s) (the “Initial Term”) and shall automatically renew for additional one (1) year terms (each a “Renewal Term”) unless either party elects not to renew by providing the other party with written notice of the non-renewal of this MSA at least thirty (30) days prior to the end of the Initial Term or any Renewal Term (the Initial Term, together with all Renewal Terms, collectively the “Term”). This MSA shall not be deemed terminated in accordance with this Section so long as there is an active Statement of Work in effect. The specific term applicable to the Services provided will be set forth in the Statement of Work.

3. Vendor Obligations and Representations.

(a) Vendor shall perform the Services in accordance with a Statement of Work under the overall supervision of an AmeriGas representative, at the times and places, and to the extent that AmeriGas specifies, as may be further set forth in that Statement of Work. TIME IS OF THE ESSENCE IN THIS MSA.

(b) Each Statement of Work will contain, but will not be limited to, the following

details with respect to the Services to be performed by Vendor on a project: (i) the scope of the Services to be performed by Vendor for AmeriGas; (ii) the fees to be paid to Vendor for such Services; (iii) the timetable for the performance of the Services; (iv) the designation of the AmeriGas representative for the project and the Vendor representative(s) assigned to the project; (v) deliverable acceptance terms; and (vi) service level terms, each if applicable.

(c) Each Statement of Work will be attached or referenced as an Exhibit to this MSA and will be deemed incorporated herein. Nothing in a Statement of Work shall add to or alter, in any manner, any of the terms or conditions of this MSA. In the event of a conflict between this MSA and a Statement of Work, this MSA shall prevail unless modifications to the terms of this MSA are expressly made in the Statement of Work. Vendor shall not begin providing Services until the applicable Statement of Work has been signed by both parties.

4. Changes.

(a) AmeriGas shall have the right during the progress of the Services to order extra Services, and to make alterations, additions, omissions, deletions, modifications, changes, or departures in the scope, schedule, sequence, method, or performance of the Services, or make changes in any specifications, plans, or drawings, that it may desire, without invalidating this MSA or the applicable Statement of Work, and Vendor agrees to use commercially reasonable efforts to effect all such changes. Any such changes AmeriGas elects to make shall be by change order issued by AmeriGas. Vendor shall not perform or provide extra services or supply extra material until a written change order has been obtained and approved by both parties. Failure to comply with this requirement shall constitute a waiver of any claim for additional compensation.

(b) If Vendor believes it is entitled to a change order and prior to performing any Services not described in a Statement of Work, Vendor shall submit to AmeriGas a change request in a form acceptable to AmeriGas, which shall include a description of the changes in the scope of the Services and the associated costs. The failure to submit said change request prior to the performance of any out of scope services, shall operate as a waiver of Vendor's right to any additional compensation or time to perform such services.

5. Payment Terms. Provided that Vendor has fully performed the Services contracted for consistent with the applicable Statements of Work and any specifications set forth therein, AmeriGas will pay undisputed Vendor's invoices: (a) within sixty (60) days after the date of the applicable invoice if Vendor utilizes AmeriGas' preferred payment method, or (b) within ninety (90) days after the date of the applicable invoice if Vendor does not utilize AmeriGas' preferred payment method. If AmeriGas in good faith disputes an invoice, AmeriGas may withhold payment of such disputed invoice amounts. AmeriGas' payment of invoices billed does not bar its ability to dispute whether invoices billed were correct. In the event of any such dispute, AmeriGas and Vendor shall use their respective good faith efforts to resolve such dispute as promptly as possible. Vendor shall invoice AmeriGas consistent with the terms of the applicable Statement of Work and in any event no later than one hundred eighty (180) days after the performance of the applicable Service(s), whereas AmeriGas shall not be obligated to pay amounts improperly invoiced by Vendor. Invoices should be sent via email to vendor_invoice@amerigas.com (with each invoice in a separate PDF format file and including the following typed information: vendor number, cost center or district number, and GL code) or

if email is not possible, then via mail to AmeriGas at 460 North Gulph Road, King of Prussia, PA 19406, Attn: Accounts Payable.

6. Expenses. If agreed upon in the Statement of Work, AmeriGas will reimburse Vendor for its reasonable expenses that are incurred exclusively for the purpose of fulfilling Vendor's obligations under this MSA or that Statement of Work. Expense reimbursement will be contingent upon Vendor's presentation of appropriate documentation in support of such expenses, which AmeriGas shall be entitled to verify, and AmeriGas' subsequent approval of those expenses. AmeriGas shall only be liable for actual expenses incurred. All travel and related travel expenses must comply with AmeriGas' Travel Policy ("Policy") or, if AmeriGas has determined the Policy inapplicable to the work performed under any Statement of Work, then pursuant to terms set forth in such Statement of Work.

7. Termination.

(a) AmeriGas may terminate without cause this MSA and any active Statements of Work in whole or in part at any time by providing thirty (30) days' advance notice to Vendor. AmeriGas shall also have the right, in its sole discretion, if Vendor fails to satisfy any of its material obligations hereunder or breaches this MSA, to terminate this MSA or any outstanding Statement of Work, in whole or in part, effective immediately upon providing notice to Vendor. If this MSA is terminated without all active Statements of Work being terminated at the same time, then this MSA will continue in force with respect only to those Statements of Work remaining active and the parties may not enter into any new Statements of Work after the effective termination date of this MSA.

(b) In the event of termination, AmeriGas' sole liability to Vendor, and Vendor's sole and exclusive remedy, is payment for only those Services and conforming Deliverables (hereinafter defined) that were completed prior to the effective date of termination and were not otherwise the subject of a good faith dispute. Any fees paid in advance by AmeriGas for Services not actually rendered as of the date of termination shall be returned, in their entirety, by Vendor within ten (10) business days after the effective date of termination.

8. Warranty.

(a) Vendor represents and warrants that: (i) it is free to enter into this MSA and each Statement of Work and to perform its associated obligations without objection from or claim of anyone; (ii) the Services and any resulting work product (collectively, the "Deliverables"), including computer programs and/or new code or code modifications to computer programs will be conveyed to AmeriGas free and clear of claim of ownership by others; (iii) the Deliverables created or modified by Vendor will not violate or infringe upon the rights of any third party, including: (x) proprietary information and non-disclosure rights; (y) copyrights, patents or other intellectual property rights; and (z) contractual rights; (iv) the Deliverables shall not violate any applicable law, rule, regulation, or code; (v) the Deliverables furnished hereunder will be provided in a workmanlike manner, in accordance with the highest standards of care and diligence, and levels of skill, knowledge and judgment that are consistent with the best practices of other providers of such Deliverables in the industry; (vi) no technically limiting devices will

be written or in any way inserted into AmeriGas' computer programs, applications or systems (e.g.. Trojan Horses, Trap Doors, Logic Bombs, Viruses, or Worms); and (vii) upon completion of the Deliverables, AmeriGas may conduct acceptance tests, as set forth in the applicable Statement of Work, to verify whether the Deliverables substantially conform to the Statement of Work and, if any Deliverables are found to not substantially conform, AmeriGas may reject such Deliverables without penalty and have the Vendor re-perform the Services, without additional cost to AmeriGas, until the Deliverables conform with the applicable Statement of Work and all specifications set forth therein or otherwise agreed-to by the parties. Should Vendor be unable to have the Deliverables conform to the applicable Statement of Work and specifications, Vendor shall refund to AmeriGas that portion of the fees attributable to such Services and non-conforming Deliverables.

(b) Vendor further represents and warrants that all employees, agents and subcontractors performing Services are fully trained, properly licensed, and qualified under the laws of the state where the Services are to be performed. Vendor will be responsible for and will superintend the execution of all Services covered by this MSA and any Statement of Work, either personally or through a representative and will be responsible for the coordination of the Services. If Vendor uses a representative, Vendor agrees that the representative shall be competent and qualified, shall give his/her personal attention to the Services hereunder at all times, and shall represent Vendor with full power to act in all matters pertaining to the applicable Statement of Work.

(c) Vendor will be solely and entirely responsible for its acts and for the acts of anyone acting on its behalf during the performance of the Services, including conduct that may be in violation of any Laws (as defined in Section 17 below).

9. Confidentiality.

(a) "Confidential Information" means any confidential or proprietary information of a party that is disclosed in any manner to the other party in connection with or related to this MSA or a Statement of Work, and which at the time of disclosure either: (i) is marked as being "Confidential" or "Proprietary"; (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing party; or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing party. Confidential Information includes, but is not limited to, the terms and conditions of this MSA and any Statement of Work; and all types of proprietary technical or business information, including, without limitation, data, know-how, formulas, algorithms, processes, designs, drawings, schematics, plans, strategies, specifications, requirements, standards and documentation, reports, pricing, market, sales, marketing or demographic information, software, trade secrets, research, analyses, inventions, ideas and other types of nonpublic information, together with all analyses, compilations, reports, notes, and other written or electronic materials which contain, reflect or are based, in whole or in part, upon such information.

(b) Confidential Information does not include information: (i) that is already and separately available in the public domain; (ii) approved for disclosure in advance in a signed writing; (iii) known to the non-disclosing party prior to disclosure by the disclosing party as

evidenced in writing; (iv) independently developed by the non-disclosing party without reference to the disclosing party's Confidential Information; or (v) acquired by the non-disclosing party from a third party that was not prohibited by agreement or otherwise from disclosing the Confidential Information.

(c) The receiving party will hold the disclosing party's Confidential Information in strict confidence and use it only as reasonably required to perform or receive the Services under this MSA. The receiving party may disclose the disclosing party's Confidential Information only to its employees, directors, and agents who need to know such Confidential Information to perform or receive the Services under this MSA, who have been advised of the confidential nature of such Confidential Information, and who are bound by obligations of confidentiality materially similar to those required of the receiving party in this MSA.

(d) The receiving party may disclose the Confidential Information of the disclosing party in response to a valid court order, law, rule, regulation, or other governmental action provided that the disclosing party is notified of such requirement in writing prior to any disclosure of information, and the receiving party assists the disclosing party, as necessary and at the disclosing party's expense, in any attempt by the disclosing party to limit or prevent the disclosure of the Confidential Information. If the disclosing party waives compliance with the terms of this MSA with respect to such disclosure or is unable to obtain a protective order or other remedy, then the receiving party may disclose only that portion of the Confidential Information necessary for compliance. Each party agrees that the other party shall have no adequate remedy at law if there is a breach or threatened breach of this Section and, accordingly, that either party shall be entitled (in addition to any legal or equitable remedies available to such party) to injunctive or other equitable relief to prevent or remedy such breach.

(e) Upon the termination or expiration of this MSA or Statement of Work, or upon the earlier request of the disclosing party, the receiving party shall: (i) at its own expense, promptly return to the disclosing party all associated tangible Confidential Information (and all copies thereof) of the disclosing party, or upon written request from the disclosing party, destroy such Confidential Information and provide the disclosing party with a written certification of such destruction; and (ii) cease all further use of the disclosing party's Confidential Information, whether in tangible or intangible form. Notwithstanding the above, the receiving party may retain copies of any computer records or files containing Confidential Information which have been created pursuant to automatic archiving or back-up procedures on secured storage servers which cannot reasonably be deleted. Regardless of the return or destruction of any Confidential Information, the receiving party's obligations with respect to the disclosing party's Confidential Information shall continue for three years after termination or expiration of this MSA or the applicable Statement of Work.

10. Access to AmeriGas Systems.

(a) Vendor may be provided access to proprietary computer systems and technologies owned or operated by AmeriGas and/or its parent, subsidiary, and affiliated companies (the "Systems"). Vendor agrees that the Systems will be used only for the business purposes of AmeriGas. Vendor further agrees to maintain internal security systems and policies that, at a

minimum, comply with this Section and common industry standards and that protect the integrity of the Systems and information stored on or transferred between the Systems. The Systems and information contained in the Systems must at all times be protected from unauthorized use, theft, misuse, accidental or unauthorized modification, disclosure, transfer or destruction. Vendor accepts the liability of managing its users' access to the Systems as outlined in this Section. Each employee of Vendor having access to the Systems will: (i) only utilize such access to perform their obligations to AmeriGas; (ii) not perform any unauthorized exploring or mining of the Systems; and (iii) only have access to the portion of the Systems necessary to perform the Vendor's obligations.

(b) Vendor agrees not to introduce any viruses, time or logic bombs, Trojan horses, worms, timers, clocks, back doors, or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down the Systems or any component of the Systems, including its security or user data. If Vendor discovers or is notified of a failure to satisfy this Section or a breach or potential breach of security relating to any Systems information, the Systems, the data, or any applicable law or regulation, Vendor will: (i) promptly notify AmeriGas of such breach or potential breach; (ii) cooperate in any investigation of the breach; (iii) use its commercially reasonable efforts to mitigate the effects of the breach or potential breach; and (iv) provide AmeriGas with assurance reasonably satisfactory to AmeriGas that such breach or potential breach will not recur. AmeriGas retains the right to suspend Vendor's access to the Systems pending resolution of an investigation. Except as otherwise expressly provided herein, AmeriGas retains all right, title and interest in and to the Systems and any data or information contained therein, including derivatives thereof.

(c) Up to one time during any twelve-month period, AmeriGas may require Vendor to complete a Vendor Security Assessment questionnaire and may perform an on-site Vendor Security Assessment at Vendor's primary location and at any Vendor location associated with performance of the Services. In addition, Vendor shall, at any time upon AmeriGas's request and at no cost to AmeriGas, provide AmeriGas with Vendor's relevant and available SOC 2, Type 2 report covering the Security Principle under the AICPA Professional Standards as may be updated and certain areas of its environment (or equivalent) or other SOC type reports. Vendor agrees to cooperate with AmeriGas in subsequent actions deemed necessary to ensure Vendor's security programs are in compliance with AmeriGas standards.

(d) In addition to Vendor's obligations in this Section and in Section 8 above, if Vendor will have access to any information relating to an identified or identifiable natural person or legal entity in connection with any Statement of Work, then Vendor and AmeriGas will execute a Privacy and Data Security Addendum in the form reasonably required by AmeriGas.

11. Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS AMERIGAS AND EACH OF ITS PARENT COMPANIES, AFFILIATES, AND SUBSIDIARIES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, CUSTOMERS, AND END USERS (COLLECTIVELY, THE "AMERIGAS INDEMNITEES") FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE

ATTORNEY'S FEES, COURT COSTS, AND THE COST OF SETTLEMENT, JUDGMENT OR VERDICT INCURRED BY OR DEMANDED FROM ANY OF THE AMERIGAS INDEMNITEES (EACH A "CLAIM"), ARISING OUT OF, RESULTING FROM OR RELATED TO: (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF VENDOR OR ITS SERVICES; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OR OMISSION, OR INTENTIONAL MISCONDUCT OF VENDOR AND ANY OF ITS SUBCONTRACTORS IN THEIR PERFORMANCE OF THIS MSA OR ANY STATEMENT OF WORK; (C) VENDOR'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS MSA OR ANY STATEMENT OF WORK, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY SERVICES OR DELIVERABLES DELIVERED PURSUANT TO THIS MSA OR ANY STATEMENT OF WORK. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 12. IN NO EVENT WILL VENDOR ENTER INTO ANY SETTLEMENT WITHOUT AMERIGAS' PRIOR WRITTEN CONSENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS MSA OR THE APPLICABLE STATEMENT OF WORK.

12. **Limitation of Liability.** IN NO EVENT SHALL AMERIGAS BE LIABLE TO VENDOR FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR VENDOR'S ATTORNEY FEES (COLLECTIVELY, "INDIRECT DAMAGES"), REGARDLESS OF THE NATURE OF THE CLAIM, EXCEPT WHERE SUCH INDIRECT DAMAGES ARE ATTRIBUTABLE TO THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, ACT OF FRAUD OR BAD FAITH OF AN AMERIGAS INDEMNITEE. THIS SECTION AND ITS LIMITATIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

13. **Insurance.**

(a) Vendor shall, at its own cost and expense, procure and maintain insurance from insurance carrier(s) acceptable to AmeriGas and licensed to conduct business in the states and jurisdictions in which the work will be performed by Vendor. The following the types and amounts of insurance shall be procured by Vendor:

(i) workers' compensation insurance at a level consistent with the laws of the state in which service or work is performed;

(ii) commercial general liability (CGL) and, if necessary, commercial umbrella insurance with limits of not less than \$2,000,000 each occurrence, \$5,000,000 general aggregate, arising from premises, operations, contractual liability, independent contractors, products-completed operations, personal injury and advertising injury and fire damage legal liability. AmeriGas shall be included as an additional insured under the

CGL and under the commercial umbrella, if any. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, AmeriGas. Vendor waives all rights against AmeriGas and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance and hereby agrees to provide a “Waiver of Subrogation” Endorsement in favor of AmeriGas, unless due to the negligence of AmeriGas;

(iii) auto liability, if applicable, with a limit of not less than \$2,000,000 each occurrence. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Vendor agrees to provide a “Waiver of Subrogation” Endorsement in favor of AmeriGas, unless due to the negligence of AmeriGas; and

(iv) professional liability or errors and omissions insurance including information security, cyber liability, technology/professional liability insurance, intellectual property infringement, and data protection liability insurance (separately, or as part of a broad errors and omissions policy) throughout the Term and for three (3) years thereafter, in an amount not less than ten million dollars (\$10,000,000) for each and every claim and in the aggregate covering liabilities for financial loss and any other losses resulting or arising from acts, errors, or omissions, provided under this agreement by Vendor, its employees, subcontractors, and agents, in connection with any services or committed in the performance of or failure to perform all Services or support Services agreed to be provided under any Statement of Work, including but not limited to claims, demands, regulatory investigations, fines or penalties or any other payments Vendor may become legally or contractually obligated to pay arising from: (i) intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets); (ii) breaches of security, including ransomware attacks; (iii) violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; and, data theft, data processing liability, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party. Such policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. The policy must be kept in force during the life of the contract and for three years (either as a policy in force or under an extended reporting provision) after contract termination.

(b) Vendor shall provide AmeriGas with certificates of insurance evidencing all required coverages and stating that AmeriGas will be given at least thirty (30) days’ prior written notice of cancellation of or any changes in such coverage. Failure of Vendor to provide such certificates of insurance does not abrogate Vendor’s obligations under this Section. Vendor’s failure to maintain the insurance required shall constitute an event of default of this MSA and shall allow AmeriGas to terminate this MSA and any Statement of Work if such failure is not cured within thirty (30) days following the provision of written notice. AmeriGas

shall be entitled to change these insurance requirements at any time, and Vendor agrees to comply with any new insurance requirements within thirty (30) days following the provision of written notice. Vendor shall maintain all required insurance in effect until such time as all Statements of Work have been fully performed or this MSA and all active Statements of Work have been terminated or have otherwise expired.

14. Ownership of Deliverables.

(a) All of Vendor's work product prepared, produced or developed for AmeriGas under this MSA or any Statement of Work, including all concepts, designs, files, reports, programs, source code, technology, software, manuals, listings, data bases and any other materials (whether complete or incomplete, whether acceptable to AmeriGas or not, and regardless of the form they take) will belong exclusively to AmeriGas. Vendor unconditionally assigns and transfers to AmeriGas all right, title, interest and claim which it now has or may in the future have to that work product. Vendor agrees to indemnify, defend and hold AmeriGas harmless from any claims of any of its individual employees or any third parties, including any permitted subcontractors or suppliers, challenging AmeriGas' complete ownership rights to all work product. Vendor shall have each of its employees assign to AmeriGas, at the commencement of the Services to be performed under any Statement of Work, his or her rights to the work product produced, created or prepared in the course of providing the Services hereunder during the term of the applicable Statement of Work.

(b) Notwithstanding the foregoing, any pre-existing materials (including software source code, object code and documentation related thereto), and other creative and technical content, developed before the applicable Statements of Work by Vendor or its suppliers (the "Vendor Intellectual Property" or "Vendor IP"), shall be the sole and exclusive property of Vendor or such supplier(s), as appropriate, and all rights related thereto, including, without limitation, copyrights, trademarks, trade secrets, patents, and other intellectual property or proprietary rights, are exclusively reserved to Vendor or its applicable owner. It is understood that no title to or ownership of the Vendor IP is transferred to AmeriGas under this MSA or any Statement of Work unless explicitly set forth in a Statement of Work. To the extent the Vendor IP is integrated into any Deliverables, Vendor hereby grants AmeriGas an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute and copy any such Vendor IP.

15. Independent Contractor. Vendor acknowledges and agrees that it is an independent contractor, that neither it nor any of its employees are agents of AmeriGas or any AmeriGas affiliate for any purpose or to any degree, and that Vendor and its employees will at all times conduct themselves in a manner that is consistent with its and their independent contractor, non-employee, and non-agent status. Vendor has no authority to assume or create any obligation, express or implied, on behalf of AmeriGas. Because of its status as an independent contractor, Vendor agrees that its employees and subcontractors are not entitled to receive unemployment or disability compensation or other employee benefits or compensation from AmeriGas. Vendor is solely responsible for paying all salaries, wages and other forms of compensation or reimbursement and all applicable federal, state and local withholdings, taxes and unemployment taxes, as well as social security, state disability insurance and all other payroll charges payable to or on behalf of Vendor's personnel working pursuant to the Statement of Work. Vendor also acknowledges and agrees to (a) comply with all employment laws; and

(b) provide workers' compensation insurance for Vendor's employees. In the event that Vendor or Vendor's employees are provided hardware or property of AmeriGas ("AmeriGas Property") while providing Services to AmeriGas, upon termination or expiration of the applicable Statement of Work, Vendor shall immediately return such AmeriGas Property to AmeriGas.

16. Subcontracting. Vendor may not, without prior written notice to and consent from AmeriGas, subcontract any of the Services provided under this MSA or any Statement of Work. If AmeriGas consents in its sole discretion to any such subcontracting: (a) each subcontractor must have a written agreement between Vendor and the subcontractor to include provisions of confidentiality, insurance, warranties, compliance, ethical standards, and audit and inspection that are no less stringent than those in this MSA or the applicable Statement of Work; (b) Vendor shall exercise appropriate supervision of subcontractors and shall be solely responsible for the payment of any compensation to subcontractors; and (c) AmeriGas may require that an agreement between Vendor and a subcontractor shall name AmeriGas as a third-party beneficiary and shall provide for a right of assignment to AmeriGas or any designee of AmeriGas, if the applicable Statement of Work is terminated. Vendor shall remain liable for the performance of any of its obligations under this MSA that it delegates to any subcontractor.

17. Compliance.

(a) Vendor agrees to be responsible for knowledge of and full compliance with all federal, state and local laws, statutes, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization (collectively "Laws") applicable to Vendor in the performance of this MSA and all Statements of Work. All Services will be performed in accordance with applicable Laws, including the federal Occupational Safety & Health Act of 1970, as amended. Vendor shall maintain a safety program conforming to the best practices of organizations of its type and in full compliance with Laws, including drug and alcohol testing.

(b) **Vendor shall abide by the requirements of 41 CFR 60–1.4(a), 60–300.5(a) and 60–741.5(a), as applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

(c) If Vendor's performance of Services involves operations by its employees, agents or subcontractors on AmeriGas' premises or the premises of an AmeriGas customer then: (i) Vendor shall comply with all AmeriGas policies and procedures governing on-site work as well as all fire prevention, health, environmental, and safety rules and regulations in force at the premises, (ii) Vendor shall communicate these policies and procedures to all employees, agents, and subcontractors who will be present at any AmeriGas property on behalf of Vendor, and (iii) Vendor's performance under this MSA shall not interfere with AmeriGas' use of the premises or pose any danger to AmeriGas' employees or invitees.

18. Force Majeure. Neither party will be liable for any delay or failure to perform as required by this MSA or any Statement of Work to the extent that such delay or failure to perform is caused by circumstances beyond either party's reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party, and the defaulting party has exercised all reasonable efforts to avoid or remedy such force majeure, including, without limitation, labor disputes, accidents, any law, order or requirement of any governmental agency or authority, civil disorders or commotions, acts of aggression, fire or other casualty, strikes, acts of God, explosions or material shortages. The defaulting party must provide written notice of the force majeure event to the other party within two (2) business days of such event. Performance time will be considered extended for a period of time equivalent to the time lost because of any such delay or failure to perform; however, in any event, this extension of time will not exceed fifteen (15) days unless the parties agree otherwise in writing, after which time the non-affected party may terminate this MSA or the affected Statement of Work.

19. Assignment. None of Vendors' rights or duties are assignable or delegable to other third party providers, in whole or in part, without AmeriGas' prior written consent, which AmeriGas may withhold without having or giving a reason. Except as specifically provided herein, the MSA is not intended to and does not create any rights in favor of any person or entity not a party hereto.

20. Non-Solicitation. During the Term and for a period of one year thereafter, Vendor will not, except with the prior written approval of AmeriGas, solicit the employment of any AmeriGas employees with whom Vendor had contact in connection with the performance of any services under this MSA or any Statement of Work.

21. Ethical Standards. AmeriGas is dedicated to conducting its business operations with honesty, integrity, accountability and respect. AmeriGas expects its vendors and suppliers to operate with the highest standards of ethical and legal behavior as a condition of their continuing business relationship with AmeriGas. If Vendor has any questions regarding an ethical issue, these questions should be directed to the AmeriGas Integrity Helpline at 1-866-384-4272.

22. Audit and Inspection. Vendor shall maintain records of all contracts, papers, correspondence, employee time sheets or ledgers, books, accounts and other information, as applicable, related to payments made and Vendor's performance under this MSA and any Statement of Work for at least five (5) years from the dates the records were created. Upon reasonable advance notice to Vendor, AmeriGas shall have the right to audit and inspect, at Vendor's places of business and during normal business hours, during the Term of this MSA and for the greater of five (5) years after the termination or expiration of this MSA or the applicable Statement of Work, such books and records pertinent to Vendor's performance of its obligations under this MSA and the applicable Statement of Work, and Vendor agrees to cooperate with respect to any such audit; provided, however, that Vendor may redact any portion of such books and records containing confidential information of third parties. AmeriGas may request electronic delivery of books and records applicable to the audit. Upon reasonable request and at no cost to AmeriGas, Vendor shall provide AmeriGas with copies of third party audit reports

applicable to the performance under this MSA and any Statement of Work. This right to audit shall include subcontractors in which goods or services are subcontracted by Vendor. Vendor shall ensure AmeriGas has these rights with subcontractor(s). Each party will bear its own costs in connection with the audit, including costs of the time spent by each party's representatives in performing and cooperating with the audit. Vendor will bear all on-site photocopy costs. However, in the event that the audit reveals either or both (a) deficiencies in Vendor's record keeping or accounting resulting in overcharges to AmeriGas of more than 5%; or (b) that Vendor failed to comply with Law or with the requirements of this MSA or the applicable Statement of Work, Vendor shall reimburse AmeriGas for all costs associated with such audit, as well as any overcharges within thirty (30) days of its receipt of AmeriGas' notice.

23. Dispute Resolution.

(a) Vendor agrees that the rights and benefits of AmeriGas pursuant to this MSA and any Statement of Work are special, unique, and of extraordinary character, that no adequate remedy exists at law if Vendor shall fail to perform, or breaches, any of its obligations, that it would be difficult to determine the amount of damages resulting therefrom, and that such breach would cause irreparable injury to AmeriGas. Therefore, AmeriGas shall be entitled to injunctive relief, and Vendor will not oppose any such efforts to seek injunctive relief, to prevent or restrain any breach of this MSA or any Statement of Work, without prejudice to any other rights and remedies AmeriGas may have and without any requirement to post a bond.

(b) Additionally, except for the right of either party to apply to a court of competent jurisdiction for interim or interlocutory relief or other provisional remedy to prevent irreparable harm pending final determination, any dispute or controversy between the parties arising out of or relating to this MSA or any Statement of Work shall be resolved by good faith negotiations between the parties which negotiations shall not terminate until the dispute has been considered by a corporate officer of each party. In the event that the dispute is not resolved within thirty (30) days, the parties are free to pursue any and all legal remedies.

24. Advertisement. Vendor shall not without first obtaining the written consent of AmeriGas, in any manner advertise or use any trademarks, trade names, or descriptions of AmeriGas' products or business in any of Vendor's advertising or promotional materials.

25. Notice. Any notice required under this MSA or any Statement of Work must be in writing and sent by express overnight courier, hand-delivered, or may be served by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, and registered or certified with a return receipt requested. The addresses of the parties for receipt of notice shall be as follows:

If to AmeriGas:	AmeriGas Propane, L.P. 460 North Gulph Road King of Prussia, PA 19406 Attention: Procurement Director Phone: (610) 337-7000
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With a copy to: AmeriGas Propane, L.P.
460 North Gulph Road
King of Prussia, PA 19406
Attention: Law Department
Phone: (610) 337-7000

If to Vendor: _____

Each notice given by registered or certified mail shall be deemed delivered and effective on the date of delivery as shown on the return receipt, and each notice delivered in any other manner shall be deemed to be effective as of the time of actual delivery thereof. Each party may change its address for notice by giving notice thereof in the manner provided above.

26. Severability. If any part, term or provision of this MSA or any Statement of Work is declared unlawful or unenforceable, by judicial determination or otherwise, the remainder of this MSA and of any affected Statement of Work, as well as the whole of any other Statement of Work, shall remain in full force and effect.

27. Governing Law. This MSA will be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to conflict of law principles. Each party hereto consents to exclusive jurisdiction before the United States District Court for the Eastern District of Pennsylvania or state courts located in Montgomery County, Pennsylvania having appropriate jurisdiction. Both parties agree to waive trial by jury.

28. Set Off. AmeriGas shall have the right to set off any sums due to Vendor under any Statement of Work against any sums due from Vendor to AmeriGas for damages, refunds or otherwise, whether or not those sums are due to AmeriGas under that Statement of Work.

29. Waiver. All rights and remedies of the parties shall be cumulative and none shall exclude any other right or remedy at law and/or equity and all rights or remedies may be exercised and enforced concurrently. The failure of either party to enforce any provisions of this MSA or any Statement of Work, at any time or for any period of time, shall not constitute a waiver of such provision or the right of either party thereafter to enforce such provision or any other provision of this MSA or any Statement of Work.

30. Survival. All provisions of this MSA which by their nature should apply beyond the term of this MSA will remain in force after any termination or expiration of this MSA, including, without limitation, those provisions addressing indemnification, insurance, warranty, confidentiality, audit, survival, choice of law, and dispute resolution.

31. Execution. This MSA and any Statement of Work may be executed in counterparts and each counterpart shall be deemed an original hereof. The parties agree that delivery of an executed counterpart hereof by facsimile transmission, electronic mail in "Portable Document Format" (.pdf) form, or any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of

the paper document bearing the original signatures.

32. Entire Agreement. This MSA and all attachments, together with the Statements of Work, describe the entire agreement between AmeriGas and Vendor with respect to its subject matter. Any prior arrangements, agreements, contracts, representations, warranties, purchase orders, bids, proposals, offers, or other communications, written or oral, relating to the subject matter of this MSA are superseded and of no force or effect. This MSA and any Statements of Work may not be modified or amended except in writing signed by both AmeriGas and an authorized representative of the Vendor.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Master Services Agreement to be executed as of the Effective Date set forth above by their duly authorized representatives.

AMERIGAS PROPANE, L.P.
by AMERIGAS PROPANE, INC.
its General Partner

[_____]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Statement of Work

[TO BE INSERTED]