

SERVICES TERMS AND CONDITIONS

These Terms and Conditions, along with the Purchase Order or Contract (individually and together "Purchase Order") that they are attached to, when transmitted are an offer to purchase ("Offer"). "Provider's" (which includes references elsewhere in the Offer to Seller or Vendor) acceptance is limited to the terms and conditions embodied in this Offer. Upon Provider's acceptance of the Offer, the Purchase Order along with these Terms and Conditions shall comprise the "Agreement". Company (which includes references elsewhere in the Offer to Buyer) objects to and rejects every additional and/or different term or condition contained in: (a) Provider's acknowledgment of this Offer; (b) any other Provider response to this Offer; and/or (c) any other communication or document relating to this Offer. No addition or modification to these terms and conditions will be binding on Company unless agreed to in writing signed by an authorized representative of Company and Provider. Provider agrees to and acknowledges all Offer terms and conditions by proceeding with delivery of Goods and/or Services.

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I. DEFINITIONS

Section 1.01 Defined Terms.

Unless the context clearly requires otherwise, the capitalized terms used in this Agreement shall have the meaning ascribed to them in Schedule 1.01 or elsewhere in this Agreement.

Section 1.02 Legal Name of Contracting Party.

The full legal name of the contracting party as listed on this Order is one of the following: Wisconsin Electric Power Company; Wisconsin Gas LLC; Wisconsin Public Service Corporation; North Shore Gas Company; Minnesota Energy Resources Corporation; Michigan Gas Utilities Corporation; Upper Michigan Energy Resources Corporation; WEC Business Services LLC; Wisconsin River Power Company; or Bluewater Gas Storage LLC.

Article II. SCOPE OF WORK

Section 2.01 Work: Changes.

A. Work.

Provider shall furnish all labor, supervision, facilities, tools, consumables, hardware, software, machinery, equipment, materials, transportation and other resources necessary or required, except as otherwise specified, for completion and performance of the Work.

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C. Work Changes.

Company shall have the right to make Changes and Provider shall have the right to request Changes. Provider must include appropriate supporting documentation with any requested Change. Changes shall be documented in a Change Order. The cost or credit for any Change shall be determined, at the Company's option, by one or more of the following methods: (i) utilizing prices and/or rates set forth in this Agreement, (ii) mutual acceptance of a properly itemized lump sum, (iii) actual cost which may include a mutually acceptable fixed or percentage fee, or (iv) competitive bid or other basis. In case any Change shall result in a Work decrease, Provider shall receive no allowance in computing the decrease in the amount for loss of anticipated revenue or profits, but if Provider, before receiving Company's Change Order, shall have incurred any cost which the Change shall render unneeded or useless, Company shall make an allowance to Provider as Company shall determine to be fair and reasonable. Provider is deemed to accept any Change Order unless Provider objects to, or rejects, the Change Order in writing within ten (10) days of receipt in accordance with Section 14.02, Notices. Company must approve a Provider requested Change in writing.

Article III. PAYMENT; AUDIT RIGHTS

Section 3.01 Payment Terms.

A. General.

Company shall make payment of uncontested amounts in accordance with the payment terms as set forth in an Order or as stated elsewhere in this Agreement, based on the date Company receives an invoice. Provider shall timely submit invoices conforming to the Agreement requirements. Upon final completion of the Work, Provider shall submit its final invoice(s) within three (3) months of the Completion Date.

Any Company payment shall neither prejudice Company's rights to challenge invoices and payment at a later point in time nor constitute a waiver of any other Agreement requirements. Company reserves the right to require additional documentation to substantiate a request for payment.

Company reserves the right to withhold payment on early shipments until the scheduled delivery dates.

B. Time and Material and Time and Expense Payments.

If an Order allows for payment based on Time and Material and Time and Expense, the following will apply:

- (i) For Work performed on a time and material basis, daily labor time reports, in duplicate, shall be submitted to Company designated supervisor for approval, by each employee furnished by the Provider. The duplicate approved time report will be retained by the Company and the original returned to the Provider for billing purposes.
- (ii) Provider's employee shall sign each daily labor time report and shall accurately detail the employee's title/job classification, the nature of Work performed, equipment operated, and the actual time the employee started and ended working for the day, time not worked for lunch period and breaks and all time employee was off of Work premises during an established Work period irrespective of reason for this absence.

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D. Intentionally Left Blank.

E. Payments Withheld.

Company may withhold payment to such extent as may, in Company's good faith belief, be necessary or appropriate due to:

- (i) Defective or damaged Work not remedied in compliance with this Agreement;
- (ii) Claim(s) filed or evidence indicating the reasonable possibility of the filing of Claim(s);
- (iii) Provider's failure to make full and timely payments to Subcontractors, employees or materialmen;
- (iv) Reasonable indication that the Work cannot be completed: (a) for the unpaid balance of the Agreement Sum, and/or (b) before the Completion Date;
- (v) Damage to another general contractor or any Subcontractors Provider causes or Company attributes to Provider;
- (vi) Provider's or a Subcontractor's unsatisfactory or untimely performance of the Work;
- (vii) Failure of Provider to produce properly completed and executed lien waivers on behalf of itself and, if applicable, Subcontractors and materialmen in form substantially similar to those attached as Schedule 3.01(E)(vii); or
- (viii) Any amount Provider is obligated to pay or credit Company.

When all of the above grounds for withholding a payment have been cured, Company shall make the withheld payment.

F. Intentionally Left Blank.

G. Taxes.

Provider shall be responsible for all transaction taxes, including but not limited to, federal, state, regional and local taxes, goods and services taxes, value-added, gross receipts, gross margins, and any and all other transaction taxes, and income, social security, or other employment taxes in effect during the Term that are imposed on Provider concerning this Agreement or the Work. Sales and use tax instructions shall be included in an Order.

H. Conditions to Final Payment; Acceptance and Liens.

Company, in its discretion, may withhold Work final acceptance and final payment until Provider (i) ensures the premises are cleaned up to Company's satisfaction; and (ii) all Work is tested in accordance with the specifications and properly operating. Further, Provider shall submit to Company fully executed, complete and final lien waivers.

If Provider fails or refuses to pay any Claim concerning the Agreement which has or may become a charge against Company or its property, whether it shall arise or be presented or discovered before or after final payment to Provider, Company, on notice or knowledge thereof, and on not less than three (3) days' notice to Provider, may pay or settle or compromise any such Claim or do and perform such obligations, and Provider shall pay Company on demand the actual cost Company paid, or Company may deduct the amount from any sums due or to become due to Provider.

No Company payment or use of the Work shall constitute Company's acceptance of any Work.

To the extent allowed by Law, Provider shall not have, create, establish or allow, and hereby waives any rights or claims it might otherwise have to or for, any mortgage, mechanics or other lien upon any Company property or right. Provider shall take all action reasonably necessary to (i) avoid the attachment of a lien on Company's property, and (ii) remove any lien on Company's property arising from or in connection with this Agreement. Provider, Subcontractors or materialmen, shall promptly and satisfactorily settle any such Claims.

Section 3.02 Invoice Preparation Requirements.

- A. Invoices must include the following information and be supported by attachments documenting the following:
- (i) Agreement, Order number(s) and line item numbers;
 - (ii) Work description, quantity, unit price and price extension;
 - (iii) Quantities in the same unit of measure as the Order;
 - (iv) Sales tax if applicable;
 - (v) Total invoice amount;
 - (vi) Invoice period by actual dates;
 - (vii) For Work performed on a time and material basis, details showing the breakdown of Provider's employees' titles/job classifications and hours and days worked. Offsite and travel hours are to be segregated from on-site Work time;
 - (viii) Copies of approved timesheets for the Work covered by the invoice if Order requires;
 - (ix) Details showing costs and description(s) of equipment and/or material provided;
 - (x) Subcontractor's invoice (as applicable), delivery ticket or other relevant documentation. Provider is responsible for verifying the accuracy of all Subcontractors' documentation, prior to submittal to Company.
 - (xi) Mark-up percentage, if applicable;
 - (xii) Copies of expense bills, as applicable, in accordance with the Company's Policies and Procedures;
 - (xiii) Per diem amounts, dates and total, as applicable; and
- B. Each Order must be billed separately.
- C. If a Law requires Company to determine "units of property" segregated costs, Provider agrees to furnish cost breakdowns to assist the Company in such determinations.

Section 3.03 Company Audit Rights.

Company or its authorized representatives will have full and complete access (A) to related Agreement electronic records, and (B) Company shall have access to Provider's books and records during normal business hours, and upon reasonable notice to (i) perform an audit. Provider's performance of the Work, internal controls for protecting Company's Confidential Information, or (ii) to determine Company's rights or Provider's obligations under this Agreement, or to ascertain any facts relative to any Claim against Provider which may become a charge against the Company or the Work. Provider shall provide Company and its authorized representatives with information and assistance to perform the audits at no additional Company cost.

Article IV. WORK COMMENCEMENT AND COMPLETION

Section 4.01 Generally.

Provider shall commence performing the Work promptly upon the Company's issuance of an Order. Work shall continue as provided under the Order unless terminated pursuant to Article XIII. Provider agrees that time is of the essence in performing the Work and that a delay (including Subcontractors') in performing the Work shall constitute a material breach.

Article V. PROVIDER'S RESPONSIBILITIES

Section 5.01 Work Performance And Execution.

Provider shall perform Work in a safe, diligent, professional and workmanlike manner consistent with similar work competent providers in its industry perform. All Work shall be performed to Company's reasonable satisfaction. The Company shall determine the Work amount, quality, acceptability and fitness and materials furnished and shall have full power to reject Work performed which, in its opinion, does not fully conform to the Agreement. Work conditions that exist or difficulties that may be encountered shall not relieve Provider of any failure or omission on Provider's part to fulfill Work requirements. If Company rejects Work, Provider shall immediately remove and replace by other Work that Company accepts at Provider's sole cost. Provider shall exercise particular care in the handling, installing and erecting all materials and in Work performance, and shall not disturb or damage in any way the existing or adjoining structures or equipment or work other providers perform. Provider shall repair or replace, at its own expense, any structure or equipment or other provider's work that Provider damages. Provider must report immediately any damage to Company.

Section 5.02 Intentionally Left Blank.

Section 5.03 Safety and Health.

In addition to the Agreement requirements and Provider's safety and health program, Provider shall utilize all necessary devices, safeguards and practices in Work performance so as to properly protect the safety and health of its own employees, Company employees Subcontractor's employees and other providers' employees and the public who may at any time be in the Work vicinity, including providing portable eye wash stations or wash bottles if Provider's employees will be using and/or exposed to corrosive chemicals or materials that could damage eyes. If the Company determines that additional measures are necessary to provide safe and healthful working conditions, Provider shall adopt, follow and maintain such measures at its own expense.

Provider shall fully inform its employees and its Subcontractors' employees concerning the requirements contained in the Company's applicable protective procedures manual which have been established to insure the safety and health of persons working in close proximity to or on electrical and mechanical equipment and structures and shall carefully observe such requirements as a part of all operations (including but not limited to the connecting, disconnecting and/or grounding of all circuits, piping and equipment) associated with the Work performance or in the vicinity thereof and shall adopt proper measures to protect all persons against safety and health hazards resulting from all dangers and defects in the premises on which the Work is performed, the surrounding premises and approaches thereto.

Provider shall provide details of any incident(s) or accident(s) to a Company representative. All incidents or accidents are to be reported in the same work shift in which they occur.

Company shall have the right to suspend all or any portion of the Work where it has determined that such Work is not being performed in a proper manner so as to meet the requirements set forth herein, and such Work shall not be resumed until Company's requirements have been met and Company direct, Provider to resume such Work.

Section 5.04 Compliance with Laws

Provider shall, and shall cause its Subcontractors, and its and their respective employees and agents to, comply at all times with and bear all costs associated with Law compliance. Provider shall pay all fines and penalties resulting from conditions created by or under Provider or Subcontractors even though such fines may

be levied against Company. Moreover, Provider shall (and shall cause Subcontractors to), at its own cost and expense, apply for and obtain all permits and licenses required for Work performance or completion. Provider shall upon Companies request provide copies of permits and licenses required to perform Work by the Provider. Provider shall (and shall cause Subcontractors to) make, keep and leave the premises in a safe condition.

Section 5.05 Government Contracting.

A. General.

If any Work performed or materials or supplies Provider delivered are interpreted as being utilized in rendering or furnishing service to United States of America agencies, Provider: (i) shall comply with all applicable terms and conditions set forth in Federal Acquisition Regulations; and (ii) agrees that the United States of America Comptroller General, or any of its duly authorized representatives, shall have access to and the right to examine any of Provider's relevant books, documents, papers and records involving this Agreement or the Work until the expiration of three (3) years after Agreement final payment.

B. Equal Employment Opportunity.

Provider agrees that it and each Subcontractor shall to the extent applicable:

- (i) Comply with the requirements of 41 C.F.R. §§ 60 – 1.4(a), 60- 1.40, 60-300.5 and 60-741.5(a). 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, national origin, sexual orientation or gender identity. 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, national origin, sexual orientation, gender identity, protected veteran status or disability and file EEO-1 and Vets100A reports as required by 41 C.F.R. §§ 60-1.7 and 60-300.10, respectively, to the extent that the Agreement amount and Provider's number of employees require such action.
- (ii) Comply with the Utilization of Small Disadvantaged and Women-Owned Small Business Subcontracting Plan clauses contained in 48 C.F.R. §§ 52.219 and 52.220, or their successors, which clauses are hereby incorporated by reference.
- (iii) Comply with the provisions of Executive Order 11246 and certify to not maintain or provide any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where facilities are segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. Moreover, Provider will obtain a similar certification of non-segregated facilities from any subcontractor for Subcontracts exceeding \$10,000.

Section 5.06 Notice Of Union Rights.

Provider agrees that it and each Subcontractor shall, to the extent applicable, comply with the provisions of the Employee Notice clause contained in 29 C.F.R. Part 471, Appendix A to Subpart A, or its successors.

Section 5.07 Provider Is An Independent Contractor And Not A Company Agent.

Provider shall be an independent contractor and not a Company agent or employee. All persons that Provider employs to Work shall be Provider's employees and not Company's. Provider shall be responsible for all aspects of the terms and conditions of its employee's employment, and Company shall have no responsibility for the same. Provider shall not have the authority to enter into any agreement or to bind or commit Company in any manner.

Section 5.08 Intentionally Left Blank.

Section 5.09 Access Policy.

Where Work requires the Provider (or a Subcontractor) to be on-site at Company's facilities, and/or access Company's systems, the Provider Access Policy shall be applicable, which Access Policy is attached hereto as Schedule 5.09, and made a part of this Agreement. Provider shall submit to Company the Background Investigation ("BI") to be performed in accordance with Access Policy Section VII, A.i.2, and all required documentation in accordance with Access Policy Section VII, A.i.1. Provider shall provide to Company this documentation before commencement of any Work.

A. Pre-Job Site Access Testing.

For Work performed in the power plants, Company requires pre-job site access testing. This pre-job site access testing shall be under the guidelines presented in the Access Policy. Reasonable suspicion and post-accident testing apply. Provider is responsible for the cost of testing.

B. Site Safety Training.

Provider's personnel will complete site specific safety training before performing Work at any site. Provider is responsible for allocating the appropriate time for training so as to not interfere with timely Work completion. Company will not reimburse for time spent in training.

Section 5.10 Company's Rules And Policies.

Provider shall, and shall cause Subcontractors to, abide by Company Policies and Procedures it may have in effect or hereafter put into effect with respect to providers performing Work. Such policies are listed in Schedule 1.01 Definitions.

Section 5.11 Risk Of Loss And Care Of Work Until Acceptance.

Provider shall be responsible for and maintain, protect and care for all Work until Company's final acceptance. Until such acceptance Provider assumes the risk of loss and shall at its own expense provide for and do whatever may be necessary for such maintenance, protection and care, and shall repair or replace damaged Work; and no Work approval or Company payment or other act shall release Provider from its obligation to make final delivery of the completed Work.

Section 5.12 Risk Of Loss For Personal Property Or Equipment Company Supplies.

Company at no time assumes the risk of loss or damage for any Provider personal property or personal property of its employees, guests, or Subcontractors. Provider shall be responsible and assumes the risk of loss or damage for tools, machinery, equipment, vehicles, appliances, materials and all other property that Company furnishes or Provider operates or uses while in Provider's care, custody and/or control, and Provider shall have the risk of loss and be responsible for all loss and damage (including damage to other Company property and to others property or of injury to any persons) and demurrage or similar charges. Provider shall protect and keep in good repair and condition all tools, machinery, appliances, equipment, vehicles and unused material Company furnishes and Provider shall return to Company upon Work completion or other termination in as good order and condition as when received, except for ordinary wear and tear. Further, Provider shall assume the risk of loss and damage (including damage to Company property or to others' property or injury to any persons) resulting from operation or use of Company machinery, equipment and vehicles used to move or lift people or things if Company operates on its behalf.

Section 5.13 Sufficiency Of Specifications And Drawings.

Provider agrees that any referenced drawings shall be deemed a Work part and the Specifications and Drawings shall be considered together so that Provider shall execute any Work shown on the drawings, though not cited in this Agreement or in the specifications. Provider acknowledges that the Specifications and Drawings are sufficient for their intended purpose and agrees to be governed by the detail drawings in preference to the general drawings. The Specifications and Drawings are intended to be complimentary to each other. Should any discrepancy, errors or omission in either appear, or further Specifications or Drawings be required, or any misunderstandings arise, or either party requests or desires an explanation of the Specifications or Drawings, Company shall correct, furnish or explain the Specification or Drawing, and Company shall issue a Change Order, if appropriate.

Section 5.14 Approval Of Work And Drawings.

Company approval of any documents, including Provider's drawings, prepared, developed or furnished by Provider hereunder shall be construed to apply only to the general arrangement and shall not relieve Provider from its responsibility for correctness of design, details or dimensions of any drawings, for the Work, or for the Work's suitability for the intended purpose.

Section 5.15 Operational And Responsibilities Risk.

Provider agrees to perform, and to cause Subcontractors to perform, all Work in accordance with Company's construction plans, drawings, standards and specification(s), and other Company furnished instructions. Company does not guarantee the accuracy of plats or borings, nor the position of pipes, wires or other underground objects. Provider shall assume all risks and responsibilities for the procedures', methods', ways', works' or appliances' fitness and sufficiency which the Company may have adopted to or in aid of the Work and Provider shall inform itself, by examination, of the conditions at the Work site. Provider shall exercise extreme care as to excavation, construction and other operations conducted in proximity of Company gas lines and equipment so as to prevent accidental damage to such lines and equipment with the consequent danger, through gas leakage and damage to other Company property or other's property or injury to any persons. Provider shall perform the Work so as to minimize the impact upon Company operations. Provider shall take all risks and responsibilities on account of quicksands, springs, character and position of bedrock and the like, and floods, frost, freezing, fire, all action of the elements, casualties and other difficulties encountered, and it shall have no claim against the Company for delays or extra expense thereby occasioned or for damage to Provider's equipment and property.

Section 5.16 Work Supervision.

While Work is in progress, Provider shall: A) employ and keep at the Work site a superintendent, supervisor or crew leader to Company's satisfaction having Provider's authority to supervise the Work, and B) furnish such person with a copy of the specifications and drawings. Polices, notices or directions given to such superintendent, supervisor or crew leader by Company or on its behalf shall be deemed given to Provider. If a superintendent's, supervisor's or crew leader's performance is not to Company's satisfaction, Provider shall provide a Company acceptable replacement.

Section 5.17 Intentionally Left Blank.

Section 5.18 No Work Termination Or Suspension.

Provider shall not interrupt the Work or any other obligation hereunder, disable any equipment used in the Work, or perform any other action that prevents, slows down, or reduces the Work performance or the Company's ability to conduct its business unless and until authorized by a court of competent jurisdiction.

Section 5.19 Intentionally Left Blank.

Section 5.20 Intentionally Left Blank.

Section 5.21 Waste And Refuse.

Provider shall not permit the accumulation of waste, garbage or refuse on the Work site or in any area contiguous thereto, and upon Work completion shall leave the premises in a clean and orderly condition. Provider shall provide suitable receptacles or containers for waste disposal and shall empty the same on a regular basis.

Article VI. PROVIDER SUPPLIED ARTICLES

Section 6.01 Shipments.

Provider supplied Articles shall be shipped to meet the specified project schedule or specified delivery date. Company, without waiving any other legal rights, reserves the right to cancel without charge or to postpone Article deliveries covered by an Order, if required, which are not shipped in reasonable time to meet said delivery dates. Provider shall, if required, give to Company immediate notice of every shipment with full information as to routing, shipping date and car numbers and other relevant references.

Section 6.02 Export Controls.

Provider shall, if required, advise Company in writing as early as possible of any Company Data required to comply with all foreign trade Laws in the countries of Work export and import.

Section 6.03 Inspection.

To the extent Provider provides Articles under this Agreement, all Articles Company receives will be subject to Company's count, test and inspection and any rejected Articles shall not be used and may be returned at Provider's expense. Company will notify Provider of rejects and given reasonable opportunity to advise disposition. Company reserves the right to send an inspector into Provider's facilities to inspect material or equipment made to Company's specifications at any stage in the manufacture process without waiving its right of subsequent rejection on account of undiscovered defects.

For the purpose of Work inspection, Provider shall give Company's inspectors free access to the Work, and shall furnish them with full information, whenever requested, as to the Work progress. Work inspection shall not relieve Provider from any of its obligations.

Article VII. SUBCONTRACTORS; OTHER GENERAL CONTRACTORS.

Section 7.01 Subcontractor Use.

Provider may not directly or indirectly subcontract or delegate any of its obligations under the Agreement to Third Parties without Company's prior written consent, which Company may withhold in Company's sole discretion. Provider shall furnish to Company a written list of Provider's Subcontractors' names. All Agreement requirements and provisions that apply to the Provider shall also apply to the Subcontractor.

Article VIII. OWNERSHIP OF WORK AND RELATED MATERIALS

Section 8.01 Ownership, Rights And Duties.

Company shall retain ownership of all works Company or its employees create, conceive or develop, whether jointly or individually with Provider, in connection with this Agreement, including without limitation all inventions, discoveries, improvements, ideas, know-how, techniques, methodologies, materials, program materials, designs, data, software, technology, flow charts, notes, tools, outlines and the like, manuscripts, whether or not patented or patentable, or otherwise protectable in Law (collectively the "Work-Related Materials"), and the copyright, patent, trademark, trade secret, and all other proprietary and intellectual property rights in the Work-Related Materials will be Company's sole and exclusive property. Provider hereby assigns and transfers to Company all such Work-Related Materials rights. Provider shall sign such documents and take such actions as Company requests to effectuate and confirm Company's ownership rights.

To the extent Provider or any of its employees, agents or Subcontractors is given or otherwise obtains access to any Company or Affiliate owned, operated or licensed computer programs, systems or software, Provider shall not: (A) derive or attempt to derive the source code, source files or structure of all or any portion of such programs or software by reverse engineering, disassembly, decompilation or any other means; (B) copy, translate, port, modify, or make derivative products based on such programs or software or any portion thereof, unless the Work expressly requires; (C) damage or disable any such programs, systems or software; or (D) induce or allow any of its employees, agents or Subcontractors or any other person or entity to take any action prohibited under subsections (A), (B) or (C), except to the extent, if any, Company expressly authorizes such actions. All copyrights, patents, trade secrets, trademarks, service marks, moral rights and other intellectual property and proprietary rights referenced, contained or incorporated in the Confidential Information, or in any Company or Affiliate owned, operated or licensed computer programs or software, shall remain Company's (or its Affiliate's, licensor's or supplier's, as the case may be) sole and exclusive property, and Provider shall neither have nor claim any right, title or interest in any of the foregoing (except to the extent Provider licenses such software to Company).

Article IX. REPRESENTATIONS, WARRANTIES AND CORRECTION OF WORK

Section 9.01 General Representations And Warranties.

Provider represents, and warrants that:

- A. It shall perform all Work in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession or industry performing under similar conditions;
- B. The Work and any and all Work products, including reports, designs, drawings, advice and technology shall comply with all applicable Laws;
- C. The Work, and any goods or systems fabricated, developed or modified or action implemented on the basis or through the use of any reports, designs, drawings, advice, technology or other Work products, shall be good and sufficient to accomplish the results Company identified and shall be consistent with any specifications and other Company requirements;
- D. It will maintain the highest business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on Company dealings;
- E. It shall take reasonable actions to prevent any circumstances, conditions or events which could result in a conflict with the Company's best interests. These obligations shall apply to Provider's employees', agents' and Subcontractors' activities and would include entering into agreements without full disclosure to Company;
- F. There are no actions, suits, proceedings or injunctions, pending or threatened against Provider which materially affects Provider's ability to perform the Work; and
- G. It has all necessary rights, permits, licenses, approvals, power and authority to enter into this Agreement and perform the Work, and Provider's execution, delivery and performance of this Agreement: i) have been duly authorized by all necessary corporate action; and ii) do not violate any Law and do not breach any other Provider agreement or covenant.

Section 9.02 Articles Warranty.

All Provider and Subcontractor furnished Articles shall be new and the best of their respective kinds, except as this Agreement otherwise expressly allows. Provider warrants that all Articles provided will be free from defects in design, materials and workmanship; of merchantable quality; and fit for Company's particular purposes. If any failure to comply with this warranty appears in such Articles, Company will notify Provider and Provider shall thereupon remedy such failure by repair or by replacement (including removal, transportation and installation) of such Articles without Company expense. In addition, Provider shall assign Company all warranties its manufacturers make available to Provider.

Section 9.03 Intellectual Property Warranty.

Provider represents and warrants that any programs, software or other technology or proprietary documentation, materials, tools or methodologies (collectively, "Intellectual Property") it produces or utilizes in performing Work will be of original Provider development or provided under Provider's right to use and license the Intellectual Property to Company or use the Intellectual Property for Company's benefit, and that neither this Agreement nor any Intellectual Property or other tangible or intangible property produced, provided or used hereunder will infringe upon or violate any patent, copyright, trade secret or other proprietary right of any Third Party.

Section 9.04 Intentionally Left Blank.

Section 9.05 Defective Work.

Provider shall, following notice from Company, promptly correct or remove all portions of the Work Company discovers to be defective or failing to conform to this Agreement, whether observed prior to the date of final acceptance or within one (1) year thereafter, or during the greater period of any applicable warranty this Agreement requires or provides or otherwise by Law, and whether or not fabricated, installed or completed. Any Article furnished as permanent Work shall be considered defective if, among other reasons, it shall develop an undue amount of noise, vibration, heat, deterioration, strain or wear during the period set forth in the prior sentence under normal use and operation or shall otherwise not comply with this Agreement. Provider shall perform all corrective actions in place, to the extent possible, and Provider shall bear all costs of correcting or removing defective or non-conforming Work.

Section 9.06 Remedy And Documentation.

In the event that Provider breaches any of its representations or warranties, Company may, in its sole discretion, and in addition to exercising its other Agreement rights and remedies or otherwise under Laws, require Provider to re-perform the Work, properly and at no additional Company cost. Provider shall submit evidence to support the representations and warranties made in Article IX upon the Company's request.

Section 9.07 Backcharges.

Provider shall provide all Work necessary to correct manufacturing defects and Provider's field errors. If Provider fails to take corrective measures promptly, Company will arrange for performance of the corrective work, advise Provider of the schedule and pricing, and back charge Provider for the corrective work cost.

Section 9.08 Remedies Cumulative.

Provider's obligations and Company's rights under this Article IX shall be in addition to and not in limitation of any other obligations or rights this Agreement or Law otherwise provides.

Article X. INSURANCE REQUIREMENTS

Section 10.01 General Insurance.

Provider agrees to procure insurance sufficient to protect the Company Insureds directly from liability arising out of the Provider's Work specified in this Agreement and for the Provider's indemnity obligation to the Company Insureds as specified in Article XI herein. At a minimum, Provider shall carry the types and amounts of insurance generally carried by similar providers in its industry. The specific minimum insurance types and limits required of Provider are indicated below, but it is agreed that these minimums do not limit the Company Insureds' rights to be protected by any and all insurance Provider purchased, excepting worker's compensation insurance or otherwise as prohibited by Law. Provider shall, at its own expense, provide and be ultimately responsible for the payment of Worker's Compensation benefits to its employees and/or to their dependents in accordance with Laws where Work is performed.

Section 10.02 Liability Insurance.

Subject to the requirements of Section 10.01, Provider shall be solely responsible at its own cost and expense to procure and maintain in full force and effect, prior to starting Work and during the Term and beyond as necessary, the insurance types and amounts indicated below. All insurance shall be on an occurrence basis, except as noted, and shall be placed and maintained with insurers authorized to do business in all states where Work is being performed, which have an A.M. Best rating of A -, VII or better. Provider shall identify to the Company in writing for review and acceptance prior to commencing Work, and in any case not later than five (5) days after the issuance of the Order, all policies of insurance with self-insurance or deductible greater than \$250,000, or policies of insurance with non-standard exclusions / terms or exclusions for professional services.

- A. workers compensation and employer's liability
 - i. Statutory limits for workers compensation
 - 1) Covering the state where Provider is to perform Work and including applicable maritime coverage.
 - 2) This coverage is required unless Provider has signed, and Company has accepted, the release and waiver Company provides.
 - ii. **\$1,000,000** for employer's liability, applying separately for
 - 1) Each accident for bodily injury by accident and
 - 2) Each employee for bodily injury by disease and policy limit for bodily injury by disease.
 - 3) Notwithstanding the limits indicated above, the employer's liability shall also be covered by any umbrella liability and/or excess liability insurance provided to meet the insurance limits indicated below.
- B. Commercial General Liability ("CGL") and/or; umbrella liability and/or; excess liability of
 - i. **\$3,000,000** of total limits per occurrence
 - 1) Including contractual and products - completed operations liability
 - 2) Completed operations coverage shall remain in force for at least three (3) years after the Work is completed.
 - 3) Any general aggregate limit shall be no less than twice the required per occurrence limit; in addition, for Work consisting of construction projects, a per-project general aggregate limit of no less than twice the required per occurrence limit shall apply to Work performed under this Agreement.
- C. business auto liability and/or; umbrella liability and/or; excess liability:
 - i. **\$3,000,000** of total limits each accident
 - 1) Covering the liability arising out of any auto (including owned, hired, and non-owned autos),
 - 2) Using the truckers form or motor carrier policy form where appropriate.
 - 3) Including pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) and attaching the Motor Carrier Act endorsement (MCS 90) when Provider or Subcontractors will be transporting hazardous materials or pollutants.

Section 10.03 Additional Insured.

Company Insureds shall be named by specific endorsement or its equivalent as an additional insured on all Provider's general liability insurance, including umbrella and excess liability; and named as an additional insured or designated as an insured (as appropriate) on all automobile liability policies required above and on any other insurance as indicated on any attachments with the exception of workers compensation and professional liability insurance.

Provider's insurance shall be primary to, and shall not seek contribution from, any Company (or Company Insureds) maintained or available insurance and/or deductibles and/or self-insured retentions or self-insured programs. This must be stated by specific endorsement or its equivalent on all Provider's general liability and automobile liability insurance, including umbrella and excess liability policies.

Section 10.04 Intentionally Left Blank.

Section 10.05 Certificate Of Insurance.

Provider shall submit the certificate of insurance prior to beginning Work and at insurance policy renewals or changes. The failure of Company to obtain, review, accept or reject the certificate of insurance or any other evidence of insurance or to verify Additional Insured compliance before permitting Work to commence or continue shall not be deemed to be a Company waiver, and Provider shall remain under continuing obligation to procure and maintain the required insurance coverage, including for the benefit of the Company and Company Insureds. Provider shall be solely responsible to ensure all required policies of insurance are in effect and have been properly endorsed as necessary to comply with this entire Article X. If the Work consists of construction projects, Provider shall submit along with the certificate of insurance copies of the specific endorsements issued to comply with Section 10.3 above.

Submit the certificate to the following or as Company directs:

WEC Business Services LLC
EBIX - Insurance Compliance
P.O. Box 100085 – WG
Duluth, GA 30096

Section 10.06 Waiver Of Subrogation.

Provider waives the right of subrogation against Company and Company Insureds.

Section 10.07 Cooperation.

Provider agrees to cooperate with Company, including to provide copies of all applicable insurance policies covered by Article X upon the Company's request and to assist in the defense of any Claim against the Company involving or in any manner related to this Agreement or the Work.

Article XI. INDEMNIFICATION

Section 11.01 General Indemnification.

To the fullest extent permitted by Law, Provider shall indemnify, save and hold harmless Company Indemnitees on demand from and against any Losses and shall defend the Company Indemnitees against all Claims (collectively, "Indemnify" or "Indemnification").

Section 11.02 Intellectual Property Claim Cure.

If, in connection with any Intellectual Property Claim, a restraining order or temporary injunction is granted, Provider shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of any such restraining order or temporary injunction. If, in connection with any such Intellectual Property Claim, the Intellectual Property or other materials, or any part thereof, supplied under this Agreement or the process performed thereby is held to constitute an infringement and its use is permanently enjoined, Provider shall, at Provider's option, and sole expense in addition to Indemnifying Company in accordance with Section 11.01, without impairing performance requirements either (A) promptly secure for Company a license authorizing the continued use of such Intellectual Property or other materials or (B) promptly replace the infringing part thereof with non-infringing Intellectual Property or other materials, as the case may be, or modify the infringing Intellectual Property or other materials so that they no longer infringe. Provider's obligations under this Section shall survive Agreement termination.

Article XII. CONFIDENTIALITY AND PUBLICITY

Section 12.01 Confidentiality.

Regardless of notification or identification, while performing Work, all Company Data shall be treated as Confidential Information until Company verifies or confirms to be information generally available to the public. Provider shall not disclose Company's or its Affiliate's Confidential Information to any Third Party including occurrence of a Data Breach and shall include electronic media as well as non-electronic hard or paper copies. Provider shall use the same degree of care as it uses to protect its own Confidential Information of like nature, and in any case equal to or greater than generally accepted industry standards. The foregoing obligations shall not apply to any information that (A) Provider is at the time of disclosure, or thereafter becomes, part of the public domain through no wrongful act or omission, (B) a Third Party subsequently receives having no obligation of confidentiality to the Company, (C) Provider knew at the time of disclosure, (D) Provider generated independently without reference to Confidential Information, or (E) a court or regulatory body having jurisdiction requires disclosure by lawful order.

Any Provider actual or threatened unauthorized use or disclosure of Confidential Information may cause irreparable harm for which there may be no adequate remedy at Law. Company shall be entitled to injunctive relief and to otherwise secure Agreement enforcement without in any way or manner restricting Company's right to resort to other legal or equitable remedies. Provider shall notify Company immediately but not later than twenty-four (24) hours of the breach or threatened breach discovery related to the Company Confidential Information.

Upon Agreement termination, Provider shall provide to Company and at no additional expense, all Confidential Information and Company's Data in a format to be mutually agreed upon. Upon the successful export to Company, Provider shall certify the destruction of Confidential Information Company Data, in any form, in Provider possession, including any data residing on a production database and all data replicated to a backup or off-site database.

Section 12.02 Publicity.

Provider shall not use Company's or any Affiliates' name for any advertising or promotional purposes (including, but not limited to, advertisements, listings of clients and/or customers or press releases) nor shall Provider grant press interviews, disseminate any information of a promotional nature or publish or provide for the publication of any information (including photographs) regarding this Agreement or the Work unless, in each instance, Provider first obtains Company's written consent, which consent may be withheld in Company's sole discretion.

Article XIII. TERMINATION

Section 13.01 Intentionally Left Blank.

Section 13.02 Company Termination Of Work.

Company may terminate this Agreement, or suspend the Work in whole or in part, for any reason. In such event, Company shall pay Provider for the Work completed in accordance with any applicable prices and/or rates specified in this Agreement. Provider shall be entitled to payment for the Work percentage satisfactorily completed as of the date of termination or cancellation, according to the Work payment terms. Company shall have no other liability arising out of termination or cancellation.

Section 13.03 Intentionally Left Blank.

Section 13.04 Intentionally Left Blank.

Section 13.05 Intentionally Left Blank.

Section 13.06 Remedies.

Agreement termination shall not limit or restrict a Party's exercise of any other Agreement rights or remedies, or at Law or in equity, for the other Party's failure to perform its Agreement obligations.

Article XIV. MISCELLANEOUS

Section 14.01 Intentionally Left Blank.

Section 14.02 Intentionally Left Blank.

Section 14.03 APPLICABLE LAW.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE INDICATED AS THE WORK DELIVERY POINT ON ANY ORDER REFERENCING THIS AGREEMENT (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS). Company and Provider each hereby irrevocably submits itself to the original and exclusive jurisdiction of the state and federal courts sitting in the state indicated as the Work

delivery point on any Order referencing this Agreement, with regard to any controversy in any way relating to the performance by either Party or the interpretation of the Agreement documents with respect to such Order. The Parties agree that venue for any mediation, arbitration or litigation shall be: Chicago in Illinois, Marquette in Upper Peninsula Michigan, Detroit in Lower Michigan, Minneapolis in Minnesota, and Milwaukee in Wisconsin. The Parties further agree that any and all suits, claims or actions founded upon such controversies shall be brought or filed exclusively in such courts and nowhere else.

Section 14.04 Intentionally Left Blank.

Section 14.05 Intentionally Left Blank.

Section 14.06 Intentionally Left Blank.

Section 14.07 Intentionally Left Blank.

Section 14.08 Waiver And Severability.

If any Agreement provision (or portion thereof) is determined invalid, illegal or otherwise unenforceable, that Agreement provision (or portion thereof) shall be deemed to have been severed, and the remaining Agreement provisions shall continue in full force and effect. No Party failure or delay in enforcing its rights shall act as a waiver, nor shall any single or partial waiver act as a future waiver or preclude a Party's exercise of any other Agreement right.

Section 14.09 Survival.

The following Agreement provisions shall survive Agreement termination: Audit Rights; Compliance with Laws; Ownership of Work and Related Material; Representations and Warranties and Correction of Work; Insurance Requirements; Indemnification; Confidentiality; Waiver and Severability; Term, Termination, and Survival.

SCHEDULE 1.01 DEFINITIONS

“Access Policy” means the document titled Access Requirements Policy attached as Schedule 5.09.

“Affiliate” means all current and future business entities with respect to which Company or Provider directly or indirectly controls, is under common control with, or is controlled by. For the purpose of the definition of “Affiliate” the word “control” shall mean the possession of the power to direct or cause the direction of the management and policies of such corporation, partnership, or other business entity.

“Agreement” means this Master Services Agreement, together with the Schedules, exhibits, attachments and all other material incorporated herein by reference, as it may be amended from time to time.

“Agreement Price” means the amount(s) set forth in an Order as charges for the Work.

“Articles” means materials, tools and equipment that Provider provides and that either become part of the Work or are needed for the Work but Provider removes on or prior to the Completion Date.

“BI” is defined in Section 5.09.

“CEII” means critical energy infrastructure information.

“Change” and **“Changes”** mean Company’s right to make any changes to the Work, with the Agreement price being increased or decreased accordingly.

“Change Order” means a written document summarizing Changes, referencing this Agreement, and signed by a Company authorized representative.

“CGL” means commercial general liability.

“CIP” means critical infrastructure protection.

“Claim” means any claim asserted by a Third Party or civil, criminal, administrative, arbitral or investigative action, suit or proceeding asserted or initiated by a Third Party in any way concerning or related to this Agreement or the Work including but not limited to:

- A. Provider’s or a Subcontractor’s failure to properly and/or timely perform Provider’s obligations, duties and responsibilities resulting in an Agreement breach, except to the extent caused by any Company Agreement breach;
- B. Provider’s or a Subcontractor’s employee’s criminal acts, intentional misconduct and/or negligence in connection with the Work;
- C. Provider’s or a Subcontractor’s employee’s negligent or willful acts or omissions causing bodily injury, including death, or damage to tangible personal or real property;
- D. Provider’s or a Subcontractor’s violation of any Law;
- E. Company Insureds’ failure to provide (or founded upon or growing out of the allegation that Company Insureds did not furnish) a safe place of Work or employment or requisite statutory safety in a public building including the Wisconsin Safe Place Statute at Wis. Stat. Section 101.11;
- F. Provider’s or a Subcontractor’s employee’s commission of fraud;
- G. Provider’s failure to comply with Article IX;
- H. Provider’s, a Subcontractor’s or a Provider Affiliate’s or its or their employee’s allegations or claims arising out of or relating to the Agreement or the Work;
- I. Provider’s or a Subcontractor’s failure to provide and maintain required insurance coverage under Article X and Section 7.04 including failure to comply with the Section 10.03 Additional Insured and Section 10.06 Waiver of Subrogation requirements; and
- J. Claims that Intellectual Property or other materials, or any part thereof, supplied or utilized under this Agreement constitute an infringement of any patent, copyright, trademark, trade secret, or other intellectual property right or the process intended to be performed thereby (“Intellectual Property Claim”) or incurred in obedience of a decree resulting from any such Intellectual Property Claim or pursuant to any compromise thereof.

“Company” is the Party that issues the Order.

“Company Data” means any data or information of, or regarding, Company or any Company Affiliate that is provided to or obtained by a Provider or Subcontractor employee in connection with the Agreement negotiation and execution or Provider performance obligations, including data and information with respect to the customers (including all PII relating to such customers), operations, facilities, products, rates, regulatory compliance, competitors, assets, expenditures, mergers, acquisitions, divestitures, billings, collections, revenues and finances of Company or any Company Affiliate.

“Company Indemnitees” means Company and its Affiliates and each of Company’s and its Affiliate’s respective directors, managers, members, officers, employees, agents, representatives, servants, guests, invitees, insurers, successors and assigns, but specifically excludes Provider, its Affiliates and Subcontractors, and each of their respective directors, officers, employees, agents, representatives, successors and assigns.

“Company Insureds” means Company and its Affiliates and its and their officers, directors, managers, members, employees, agents, representatives, servants, guests, invitees, successors and assigns; and any Company lessee/owner parties, co-owners, or joint venture parties with respect to (and limited to) their interests established in any leases, operating and maintenance agreements, joint venture agreements or similar agreements; or as their respective rights and interests may appear by Law or contract.

“Company Policies, Procedures, Standards and Guidelines” means those policies, procedures, standards and guidelines (as such policies, procedures, standards and guidelines are amended modified and/or replaced from time to time) of Company and/its Affiliates. These include, but are not limited to:

- Conceal and Carry Policy
- Company Construction Standards
- Guidelines for Reimbursable Expenses
- Lockout Procedures
- Security and Fitness for Duty
- Site Access Policy
- Smoke-Free Workplace
- Substation Entry Requirements
- Tag Out Procedures
- Verbal or written work instructions

“Completion Date” means the date that Company accepts all Work under an Order.

“Confidential Information” means and includes: internal, Company restricted and confidential restricted information, all Company records including Customer Information and employee information, whether in paper or electronic form, involving HIPAA and NERC protected information, including information under Company control, for which unauthorized disclosure could be prejudicial to Company’s interest or disruptive to Company operations; and includes PII and critical infrastructure protection information. It shall also mean: A) any information or data Company identified as “Confidential” and/or “Proprietary”, or which, under all circumstances, should reasonably be treated as confidential or proprietary and B) information or data related to the following: customers, employees, officers, directors, critical infrastructure protection (NERC CIP) requirements, FERC critical energy infrastructure information (FERC CEII) requirements, critical infrastructure cybersecurity, information related to Company or Affiliate physical or network security, business/trade secrets, non-public financial information, non-public rate information, any other business related insider information.

“Customer Information” means with respect to a Company or Affiliate customer data or information including, but not limited to, energy usage, billing and payment history, and customer identity information, and any other customer information which, under all of the circumstances, ought reasonably to be treated as confidential and/or proprietary. Customer Information is further described as any non-public, private or personal information related to a customer or that can be identified with respect to a customer.

“Data Breach” means the intentional or unintentional release of information or data to an untrusted environment or environment Company has not approved in advance.

“Drawings” means all drawings identified in any Order or Specification.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996.

“Indemnification” is defined in Agreement Section 11.01.

"Indemnify" is defined in Agreement Section 11.01.

"Intellectual Property" is defined in Agreement Section 9.03.

"Intellectual Property Claim" is defined in Agreement Schedule 1.01 under the definition of Claim.

"Law" means all laws, statutes, regulations, rules, ordinances, orders, rulings, supervisory requirements, directives, requests, circulars, opinions, interpretive letters and other official releases of or by any government, or any authority, department, instrumentality or agency thereof (including courts). As a means of clarifying but not limiting Provider's duties, Laws includes but is not limited to:

Comprehensive Environmental Response, Compensation and Liability Act of 1980;

Fair Labor Standards Act of 1938;

Health Insurance Portability and Accountability Act of 1996;

Occupational Safety and Health Act of 1970;

Resource Conservation and Recovery Act; and

Superfund Amendments and Reauthorization Act ("SARA") including the Toxic Release Inventory requirements.

"Losses" means all losses, costs, damages, expenses, liens, encumbrances, fines, penalties, claims, demands and other liabilities of any kind or character, including attorneys fees, experts' and consultants' fees and other defense costs.

"NERC" means the North American Electric Reliability Corporation.

"Order" means a Purchase Order or Change Order.

"Parties" means collectively Company and Provider.

"Party" means individually Company or Provider.

"PII" means Personally Identifiable Information.

"Provider" is the party to who an Order is issued.

"Purchase Order" means a document referencing this Agreement issued by Company describing the Work in detail.

"Scope of Services" and **"SOS"** mean a document detailing the Work that is referenced in or otherwise part of an Order.

"Scope of Work" and **"SOW"** mean a document detailing the Work that is referenced in or otherwise part of an Order.

"Specifications" means performance and other requirements and standards included or incorporated by reference into the Agreement other than independent Drawings.

"Statement of Work" and **"SOW"** mean a document detailing the Work that is referenced in or otherwise part of an Order.

"Subcontractor" means a person or business that, as an independent contractor and not a Company or Provider employee, contracts with Provider to perform Work necessary for Provider's Agreement performance.

"Third Party" means a person or entity other than a Party or a Party Affiliate.

"Work" means collectively, all of the services and methods Provider and Subcontractors perform and Articles that Provider or Subcontractors furnish to fulfill Agreement obligations.

"Work-Related Materials" is defined in Agreement Section 8.01.

Schedule 5.09 ACCESS POLICY
For Providers, their Employees, Subcontractors and their Employees
September 7, 2016

I. DEFINITIONS

- A. Provider shall mean contractor and their employees and subcontractors and their employees.
- B. Company shall mean WEC Business Services LLC, for itself, its parent, and its affiliates, (hereinafter referred to as the "Company" or "WBS").
- C. "Alcohol and Drugs" means alcohol, illegal drugs, and the abuse of prescription and non-prescription drugs.
- D. "Reasonable Suspicion" means a reasonable and articulable belief based on specific contemporaneous physical, behavioral or performance indicators or other evidence, sufficient to lead a reasonable person to suspect an individual may be under the influence of a controlled substance or an illegal drug. Such evidence includes exhibiting such traits as slurred speech, inappropriate behavior or decreased motor skills.
- E. "Provider Access" means: 1) physical access to Company property, information or assets, 2) cyber access to Company systems or confidential or proprietary information including customer information, or 3) access to customer premises on behalf of the Company.

II. PURPOSE AND APPLICABILITY

The Company has dedicated itself to providing a safe environment and maintaining a drug-free workplace. The Company is committed to protecting the Company's public image and its physical assets, and preserving good relationships with its customers. This policy explains the Company's position on Provider Access and provides guidelines for Providers and their employees who provide services to the Company. This policy also provides guidance to Providers on requirements for access. To that end, the Company will not tolerate any alcohol or drug use because it threatens the health and well-being of its employees, its customers, the communities it serves or the operations of its business. Accordingly, this Site Access Policy applies to all employees and subcontractors of the Provider who perform work at any of the Company's work sites. This policy does not address or relieve the Provider from any obligations applicable to their employees under DOT or other federally mandated drug or alcohol testing requirements.

All Providers and subcontractors are responsible for enforcing the rules contained herein and for administering this policy among their employees.

Compliance with this policy is a condition of all Providers contracting with the Company and their employees providing services under a Provider agreement.

Certain of these requirements may be waived when the Company determines that the Provider's work presents very little risk to the Company.

III. PROVIDER RESPONSIBILITIES

The Provider is responsible for its costs associated with compliance with this policy and determining and certifying to the Company, upon Company's request, a Provider employee's eligibility for Provider Access, consistent with this policy.

IV. CONFIDENTIALITY

Providers covered by this Policy and their employees and subcontractors recognize that background checks and drug testing may reveal information of a highly personal nature unrelated to employment or any other legitimate concern of outside parties. Provider shall comply with state and/or federal record-keeping requirements.

V. RULES REGARDING ALCOHOL AND PROHIBITED DRUGS

Any employee found to have been involved in the sale, use, or possession of alcohol and/or prohibited drugs, during the span of any working period (including lunch or break periods), whether on the work site or not, or at any time while on Company's property is in violation of this Policy.

Any employee found to be over the acceptable limits for alcohol and/or controlled substances as defined by the *Department of Transportation (DOT)* threshold limits, or is determined to be abusing legal drugs during the span of any working period or otherwise while on the property of the Company, shall be deemed to be in violation of this Policy.

The Provider shall immediately remove any employee found to be in violation of this Policy from the work site and notify Corporate Security at the Company. The employee's name shall be added to the Company's "Barred Persons List" and as such, the employee shall lose his or her Company work site access privileges.

It is every Provider's responsibility to report to the Company's or Provider's management any use of Alcohol and Drugs by fellow Provider employees, Company employees or visitors.

VI. DRUG AND ALCOHOL TESTING PROGRAM

This Policy requires random testing, post-incident testing, pre-job site access testing, and reasonable suspicion testing for alcohol and prohibited drugs and metabolites. If the Provider's employee is determined to have a confirmed positive test result he/she is considered in violation of this Policy. All testing conducted in accordance with the provisions of this Policy will comply with all applicable DOT controlled substance and/or alcohol testing requirements.

A. Random Testing Procedure

Random testing shall be conducted by the Provider at the Provider's expense as specified within a local labor agreement, if applicable. In addition, the testing, if conducted, must meet or exceed the minimum rate of 20% per year. This random rate percentage may be higher when a higher random rate is specified in the contract. The frequency of testing shall be at least quarterly. The Provider is responsible for maintaining the pool of Provider's employees and using an accepted method of random selection as illustrated under the Federal DOT regulations. Random testing shall occur on the day as directed by the Provider.

B. For-Cause Testing Procedure

- i. Testing shall be conducted as soon as possible (but not more than 8 hours) following:

1. Any behavior observed and documented by two witnesses, whenever possible, indicating possible substance abuse, or;
 2. Incidents involving a failure in individual performance resulting in personal injury to anyone, or property damage, or actual or potential substantial degradation of the level of safety of the facility, if there is reasonable suspicion that the worker's behavior contributed to the event, or
 3. Receipt of credible information or an allegation that a Provider's employee is using illegal drugs, or abusing legal drugs or alcohol. Receipt of such information may trigger observation by the Provider, for the purpose of documenting reasonable suspicion.
- ii. Render any required medical care that resulted from the incident before proceeding with drug and alcohol testing.
 - iii. Whenever supervisory personnel of the Company or Provider have reasonable suspicion to require a Provider's employee to submit to a drug and alcohol test under either this Policy or the Provider's drug and alcohol policy, the following procedures will be followed:
 1. The Provider's employee should be removed from the immediate work environment where supervision shall inquire about the behavior or an allegation. If the individual fails to satisfactorily explain the cause of the behavior or the allegation, the Provider shall advise the individual that there is cause to require the individual to submit to testing under the Provider's drug and alcohol program or the Company's Policy.
 2. Pending receipt of test results, the individual's work site access privileges shall be temporarily suspended. The Provider shall notify the appropriate supervisory personnel of the Company to accomplish this.
 3. For a resource list of occupational clinics and hospitals that can be used for treatment of occupational injuries and/or drug and alcohol testing, visit <https://findtreatment.samhsa.gov/>

C. PRE-JOB SITE ACCESS TESTING

The Provider is responsible for demonstrating its employees comply with the following provisions before granting work site access privileges:

- i. All Providers and subcontractors shall implement and maintain a Pre-Job Access Drug Testing program, when specified or required under the terms of its contract with the Company. The Pre-Job Site Access testing applies to all individuals assigned to the work and must be accomplished not more than 180 days before the individual reports for the work.
- ii. The Provider and/or subcontractor must provide documentation acceptable to the Company that its employees have completed pre-job site access testing and have tested negative for the project work currently being performed.

D. DRUG AND ALCOHOL TESTING REQUIREMENTS

Drug and alcohol testing must comply with applicable DOT regulations.

i. Confirmed Positive Test Results

1. The employment status of any Provider's employee and/or subcontractor found to be in violation of this Drug & Alcohol Policy, including disciplinary action taken, shall be at the sole discretion of the Provider.
2. The Provider shall immediately remove any employee and/or subcontractor with a confirmed positive drug and/or alcohol test result from the work and Company property, and shall provide the individual's name and identifiers (name, DOB and mailing address) to the Company at Security-Badges@we-energies.com.
3. The Company maintains a "Barred Persons" list of individuals who have been barred from visiting or working on Company premises or doing Company work. The names of Provider and subcontractor employees assigned to the work will be compared against this list, and the Provider or subcontractor shall remove from the Work, any of its employees who appear on the "Barred Persons" list.

E. PROVIDER DRUG AND ALCOHOL PROGRAMS

All Provider and subcontractor drug and alcohol policies shall **meet or exceed** the requirements herein. Any questions regarding this Policy may be referred to the individual listed below:

Occupational Health and Support Services
 333 W. Everett Street – A149
 Milwaukee, WI 53203
 Phone: (414) 221-2840
 E-mail: Medical@we-energies.com

VII. BACKGROUND INVESTIGATION (BI) CHECKS

A. Procedural Overview

- i. Providers doing work for the company must complete the required BI for each of its employees who will be assigned to Company work involving having access to Company premises, restricted or sensitive Company information or data, customer information, or customer premises. See section b) Scope of Background Checks below.
 1. The scope of the BI is determined in accordance with the type of work to be done. Higher risk work requires a more extensive BI. The company determines the required scope. The BU or Department contract owner, Supply Chain and Corporate Security consult to arrive at this determination.
 2. Provider's employees whose work is classified as low risk may be assigned to the work while the BI is in progress but the BI must be completed within three calendar days of starting the work, or

the individual must be withdrawn from the work. The Provider must maintain at its office a list of its low risk individuals assigned to Company work, the date the worker was first assigned and the date the BI was completed.

3. Prior to assigning individuals to high risk work, the Provider must complete the required BI and certify this to the Company using the standard letter format contained in this document.
- ii. If the Provider has previously screened an employee under a BI program that meets the requirements of this program, and that employee has been continuously employed with the Provider since the date of the BI, the Provider is not required to do a new BI to meet the terms of this contract. The original BI, however, is subject to audit.
 1. If an employee previously assigned to Company work by the Provider is laid off (for any reason) and returns to work in less than 30 days, no notice to the Company is required and no update or review of the BI is required. The Provider may hold any Company-issued ID card and reissue it to the employee upon rehire.
 2. If an employee of the Provider is laid off (for any reason) for 30 days or more, the Provider must return to Corporate Security any Company-issued ID card. If the individual is later rehired, the Provider must obtain a new BI if the previous BI is at least one year old. A new letter to the Company is required.
 - iii. When a contract has work at both risk levels, the appropriate BI must be done for each individual at the respective level. An individual whose required work escalates to the higher risk level must be screened at that level before being assigned to that work.

B. Scope of Background Checks

- i. **Descriptive Details on Elements of a Compliant BI**
The following details will be useful to the Provider in achieving compliance with this program. While the Provider may not be familiar with some of the detail or the means by which to develop the detail, there are many firms which provide background investigation services which will recognize these requirements and are capable of providing reports that would meet these requirements. The Company elects to not recommend any particular firms providing this service.

Any BI report provided by a firm hired by the Provider and any document produced by the Provider with respect to a BI must show the date information was verified and the name of the person who provided it. The report must reflect a best effort to obtain the data. Reasons for incomplete data shall be documented. Background investigations shall, at a minimum, cover the time periods specified for each element below or since the individual's eighteenth birthday, whichever is shorter.

1. **Eligibility to Work in the US (I-9 or Visa)**
I-9s or Visas are to be completed in accordance with Federal regulations.
 2. **Social Security Number (SSN) Verification**
Verify that the SSN provided by the applicant is valid. Determine the state and date of issuance. Review the report to determine other names and addresses associated with the SSN or other SSNs used by the applicant. Use the additional data to investigate other identities used by the applicant and to check for criminal conviction records from other jurisdictions not previously queried. Ensure it is the same number as used on I-9 forms or Visa.
 3. **Government Sanctions and Denied Persons**
Determine whether the individual is subject to various economic-sanctioned programs administered by the Treasury Department Office of Foreign Assets Control which name certain nationals, terrorists, narcotics traffickers, and blocked persons.
 4. **Criminal Conviction Record**
Determine the individual's felony and misdemeanor criminal conviction record and non-traffic civil forfeiture violations in each county of residence or employment during the past seven years. Ensure the record matches the individual based on identifiers such as date of birth, SSN or address.
 5. **Driver License Status and Conviction Record (When driving is required.)**
The verification must examine the previous five years of driving history and determine the state of issue, license type, endorsements, restrictions, moving violation convictions, and accidents.
- ii. High Risk Background Checks will include:
 1. Eligibility to Work in the U.S. (I-9 or Visa)
 2. Social security number verification;
 3. Government Sanctions and Denied Persons List
 4. National criminal scan and counties of current and past residences and the counties of current and past employment.
 5. Driver License Status and Conviction Record (When driving is required.)
 - iii. Low Risk Background Checks will include:
 1. Eligibility to Work in the U.S. (I-9 or Visa)
 2. Social security number verification;
 3. Government Sanctions and Denied Persons List

C. General Guidance for Evaluating Derogatory Information

The Provider must evaluate all the information obtained through the application, interview and BI process and determine whether the individual meets the Provider's selection standards and is suitable to work on Company projects and/or premises. The hiring decision remains the responsibility of the Provider; however, the Provider should establish a reliable

method of demonstrating that the BI report was reviewed and adjudicated and that the Provider made an informed decision with respect to the hiring of an individual.

D. Audits and Record Retention

BI reports, the employment application form from which the BI report was generated, I-9 forms or Visa and other associated documents and data shall be retained by the Provider for all their employees that were assigned to the work for which the Company contracted. The records shall be maintained and available for audit for one (1) year after the expiration of the contract.

E. Certification of Readiness to Work (high risk only)

When the Provider determines that its employee has successfully passed the BI requirements, the Provider shall submit to WBS Corporate Security a letter in the form appearing below, "WBS Security Verification or ID Request". The Company will provide to the Provider an e-mail address, street address and fax number to which to send this correspondence.

The same letter may be used whether requesting physical access to facilities, remote access to cyber systems, access to confidential Company information, or any combination of these.

F. Issuance and Retrieval of ID Card

- i. If the Provider's employee will require a Company photo ID to accomplish the work, the individual must present himself/herself at one of the Company locations shown in the table below. At the time the photo is taken, the applicant must prove identity by exhibiting a state-issued driver's license, military ID or Government-issued passport.

Name of Facility	Location of Facility
WEC-Presque Isle Power Plant	2701 Lake Shore Boulevard, Marquette, MI 49855
WEC-Wolverine Service Center	800 Industrial Park Drive, Iron Mountain, MI 49801
WEC-Winnebago Service Center	800 S. Lynndale Drive, Appleton, WI 54911
WEC-Wisconsin Rapids Gas Operations	1921 S. 8th Street, Wisconsin Rapids, WI 54494
WEC-Pewaukee Customer Contact Center	N15 W23700 Stoneridge Drive, Pewaukee, WI 53188
WEC-Kenosha/Racine Gas Service Center	201 1st Street, Somers, WI 53403
WEC-Annex Headquarters, A268	333 West Everett Street, Milwaukee, WI, 53203
WPS-Corporate Headquarters	700 N. Adams St., Green Bay, WI 54301
MERC and MGU	Employer takes own photo against plain white background and forwards .jpg file to corporateambassador@wisconsinpublicservice.com
PGL and NSG-Illinois	Employer takes own photo against plain white background and forwards .jpg file to CEJones@integrysgroup.com .
Aon Center-Chicago	Contact CEJones@integrysgroup.com .

- ii. The Company ID card is the property of the Company. It is issued to the Provider to afford convenient access to facilities and for use by the Provider in representing itself to others as an authorized Provider of the Company. Any other use of the ID card constitutes misuse and is prohibited.
- iii. The Provider must establish a process to retrieve the ID card from its employees when its employees leave service, or are removed from the contracted work, or when the contract ends. The ID card must be returned promptly to Corporate Security with a statement that the individual is no longer assigned to the work.

G. Confidentiality Assurance

Information disclosed to the Company by the Provider is retained in confidential, locked files and in password-protected data bases. Individual identifying data is not revealed to anyone without a business need to know or as otherwise required by law.

VIII. PROVIDER BASED EDUCATION AND TRAINING

Each Provider will designate the personnel having the responsibility for discussing this Policy with its employees and subcontractors before they start work and/or are granted access to the Company work site and property.

IX. ENFORCEMENT

- A. Company reserves the right, at its sole discretion, to refuse Provider Access to anyone or to change this policy.
- B. Company reserves the right to audit Provider records and policies reasonably related to assuring compliance with this policy and/or interview Provider employees for compliance with the terms and conditions of this policy.
- C. Failure to meet the terms and conditions of this policy, including any violations of the policy, may result in termination of Provider's agreement.

X. SPECIAL CONSIDERATIONS

When the needs of a project warrant modification of this policy and/or where a Project Labor Agreement or other collective bargaining, a project-specific policy will dictate Company requirements.

EXHIBIT A TO SITE ACCESS POLICY
WEC Business Services LLC Security Verification or ID Request

Provider's Letterhead

Date of Letter

WEC Business Services LLC, Corporate Security
333 West Everett Street, Room A268
Milwaukee, WI 53203
Fax: 414-221-4677
Email: security-badges@we-energies.com

Corporate Security:

(Name of Provider's firm) has successfully completed screening requirements for the following individual(s) in accordance with the terms of our contract with WEC Business Services LLC. We request that you grant them unescorted access to your facilities, information, data, systems or customer premises as necessary to do the work for which we have contracted. The information on which the request is based is available for your audit. If you have any questions, please contact the undersigned company official. Our business unit contact person with you is (insert the name of the WEC Energy Group subsidiary employee who is responsible for administration of the contract with you).

	Name	Employee ID #	Date of Birth	Date of Hire	Date of BI	Date of Drug Test
1.						
2.						
3.						

Signed: (Contract company official)
Telephone:
Email address: