



SERVICES SUPPLEMENT

DSM and Vendor agree that the following terms and conditions are supplemental to and become part of the Standard Terms and Conditions.

Any capitalized terms detailed in this supplement shall have the meaning as defined in DSM Standard Terms and Conditions

1. Access to Property.

Vendor shall comply with all the policies, rules and regulations established by DSM for access to and activities in and around DSM premises. It is the responsibility of the Vendor to review the specific policies, rules and regulations of the specific DSM Site as identified in the Agreement.

2. Protection of Property

Vendor assumes, and shall ensure that all subcontractors thereof and their respective employees assume, the risk of loss or destruction of or damage to any property of such parties whether owned, hired, rented, borrowed or otherwise. Vendor waives, and shall ensure that any subcontractor thereof and their respective employees waive, all rights of recovery against DSM, its subsidiaries and their respective directors, officers, employees and agents for any such loss or destruction of or damage to any property of Vendor, any subcontractor or their respective employees. At all times Vendor shall, and ensure that any subcontractor thereof shall, use suitable precautions to prevent damage to DSM's property. If any such property is damaged by the fault or negligence of Vendor or any subcontractor thereof, Vendor shall, at no cost to DSM, promptly and equitably reimburse DSM for such damage or repair or otherwise make good such property to DSM's satisfaction. If Vendor fails to do so, DSM may do so and recover from Vendor the cost thereof.

3. Professional Errors and Omissions Liability Insurance.

If agreed to by the parties, Vendor shall provide insurance for the Vendor and their respective servant(s), agent(s) or employee(s) against any loss or damages arising out of the professional services rendered by the Vendor and their respective servant(s), agent(s) or employee(s) under this Agreement. Such insurance shall be for an adequate amount acceptable to DSM, and shall in any event be not less than Two Hundred Fifty Thousand (\$250,000.00) inclusive of any one claim.

4. Suspension of Work

DSM may, by written order, suspend all or part of the work to be performed under this contract for a period not to exceed one hundred (100) days. Within such period of any suspension of work, DSM shall (i) cancel the suspension of work order; (ii) terminate this contract in accordance with the "Termination for Convenience" article of this contract; (iii) cancel this contract in accordance with the "Cancellation for Default" article of this contract; or (iv) extend the stop work period.

Vendor shall resume work whenever a suspension is canceled. DSM and Vendor shall negotiate an equitable adjustment in the price or schedule or both if (i) this contract is not canceled or terminated; (ii) the suspension results in a change in Vendor's cost of performance or ability to meet the contract delivery schedule; and (iii) Vendor submits a claim for adjustment within twenty (20) days after the suspension is canceled.