Docusign Envelope ID: 83E19ED5-D5AA-858A-80C1-F0DE72BE3F7A

API MSA 2022-115288
API SOW 2026-204652

RP1162 PUBLIC AWARENESS SURVEY
AGREEMENT AND COMMITMENT

This Agreement between the below listed Pipeline Company ("Participant") and the American Petroleum Institute ("API") is entered into and effective as of the date of last signature below (the "Effective Date").

The Parties agree as follows:

- API agrees to conduct a survey of public awareness of pipelines. Participant agrees to provide information requested by API for inclusion within the survey results. The survey will be open to all pipeline companies that wish to actively participate.
- API and its contractors will treat the data provided by the participants as Confidential Information. API will take reasonable steps to protect Confidential Information from disclosure to anyone other than the providing participant. Access to the company-specific data and reports will be made available only to the contact persons of the providing participant and will be unavailable to anyone else.
- Participant agrees that any survey information released to Participant by API is Confidential Information and is being released solely for the Authorized Purpose of internal benchmarking. Participant agrees to use the Confidential Information solely for the Authorized Purpose and not for any third party's benefit. Participant agrees to limit disclosures of Confidential Information to only those employees of Participant who are required to have the information in order to pursue the Authorized Purpose. Participant party agrees that it will not disclose any of the Confidential Information to any third party without the express written consent of API.
- Participant agrees to pay to API, within ten (10) business days of the Effective Date of this Agreement, a fee based on company size and optional services selected. The fee includes API overhead costs amounting to 5% of the total charges.
- Participant understands and agrees that depending on the final number of Participants agreeing to participate in this survey, API, in its sole discretion, may issue refunds of funds collected or issue invoices for funds required to complete the project, on a pro rata basis.
- Participant agrees to submit payments to API as specified on the invoice Participant receives from API.
- Except for participant provided Confidential Information, all reports, drawings, drafts, data and other documents developed hereunder, and the right to copyright such reports, drawings, drafts, data and other documents, shall be the sole property of API. Subject to any confidentiality obligations contained in this Agreement, API may use such materials in any manner in which API, in its sole discretion, deems fit and proper, including submission to governmental agencies, use in litigation, or use in other proceedings before governmental bodies, provided however that the parties hereto hereby acknowledge and agree that they do not intend, nor will any clause of this Agreement be interpreted, to grant to any third party any benefits or rights under this Agreement. Participant may use the final report generated hereunder for submission to government agencies or to contractors for RP 1162 compliance purposes but will not use the aforementioned items or other material developed therefrom, or release the content or findings of the work performed hereunder to other third parties without prior review and written approval from API, unless they are in the public domain or are otherwise publicly released by API. Participant agrees to preserve the confidentiality of information furnished hereunder by API.
- Participant agrees to jointly and severally defend and indemnify API for any allegations or claims of negligence or wrongful acts by Participant under this Agreement.
- This Agreement shall be governed by the laws of the District of Columbia, without reference to conflict of laws principles, and the parties agree that any dispute shall be heard in the courts of the District of Columbia. The parties waive all objections to personal jurisdiction and venue in the District of Columbia. This document contains the entire Agreement between the parties with respect to the subject matter hereof and replaces and supersedes all prior Agreements. Each party represents, warrants and covenants that it has the full right and authority to enter into this Agreement and perform its obligations hereunder, that all required corporate approvals and authorizations have been obtained, and that, upon signature by its authorized representative listed below, this Agreement shall have been duly executed and be legally binding upon the respective party in all respects. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the undersigned or their successors.

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Consistent with the scoping in previous years, base product costs are based on three potential profiles of participating companies, the smallest of which is 13 participating companies (10 large companies and 3 small companies). If fewer than this minimum number of companies participate in this study, then the total costs (excluding data collection costs) will be redistributed among the participating companies.

Base product costs by Small and Large company

Base Product Cost	**10 Large/ 3 Small**	**15 Large/ 5 Small**	**20 Large/ 6 Small**
Total cost per Small Company	$35,127	$31,747	$30,150
Total cost per Large Company	$57,828	$51,865	$49,711

Please check the box that applies to your company size

Company Size		
	Large	≥500 miles of total pipelines
	Small	<500 miles of total pipelines

Optional features and their associated costs (regardless of company size)

(Please check box/or each optional feature your company is interested in purchasing:

	Optional Features Costs	**Small/Large Company**
	Travel*	
	Custom company-specific ranking report	$1,150
	Custom company-specific reporting (PowerPoint report and Microsoft Teams or join.me briefing)	$5,539
	Custom company-specific reporting (PowerPoint report and onsite briefing)	$7313 + travel expenses
	Increasing Affected Public target quota by 25 returns	$1,785
	Marginal cost for every one additional Public Official complete	$69
	Marginal cost for every one additional Emergency Official complete	$57
	Marginal cost for every one additional Excavator complete	$117

* Any travel outside the scope of work in this Agreement will be billed on a cost-reimbursement basis.

If any oversampling option is checked above, please describe your oversampling parameters and contact David Beinhacker at david@customercaremc.com or 703.362.2380 to discuss feasibility.

For example, which audience do you want to obtain additional completes for? Are there any specific target areas for which you want to obtain the additional completes? Or do you want to obtain additional completes across your entire pipeline?

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Notices required under this Agreement shall be in writing and shall be effective as of the date such notice is delivered to: (a) for API: Adebukola Adeiya (e-mail: adeiyaa@api.org, Phone No. (771) 210-3169, Director, Statistics, American Petroleum Institute, 200 Massachusetts Avenue, NW, Washington, DC 20001, (b) Sam Minifie (email: MinifieS@api.org, Phone No. (771) 210-3722), Senior Policy Advisor, Midstream, American Petroleum Institute, 200 Massachusetts Avenue, NW, Washington, DC 20001, and (c) for Participant:

Company: _____ Telephone: _____

Name: _____ Fax: _____

Address: _____ Email: _____

By signing below, the parties agree to the above terms and conditions.

PARTICIPANT COMPANY

By: _____

Name: _____

Title: _____

Date: _____

AMERICAN PETROLEUM INSITUTE

Michael J. Sommers
President & Chief Executive Officer

Date: 11/16/2026