



MASTER SUBCONTRACT AGREEMENT THIS MASTER SUBCONTRACT AGREEMENT (this "Agreement") is made as of this ____ day of month ____ 2021 (the "Effective Date") between 0369 Security Solutions Services LLC (0369 SSS) and ("Subcontractor"). 0369 SSS and Subcontractor may each be referred to herein individually as a "Party" or collectively as the "Parties." FOR AND IN CONSIDERATION OF THE PROMISES AND COVENANTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, 0369 SSS AND SUBCONTRACTOR HEREBY AGREE AS FOLLOWS: 1. Definitions. Throughout this Agreement, various terms will appear capitalized. The definitions of those words are as follows (in alphabetical order): Additional Insureds. This means 0369 SSS LLC, any applicable 0369 SSS Affiliate, Owner, General Contractor (if there is one), any employees, agents, owners, directors, subsidiaries and parent companies thereof, and anyone else required by an Order or by a Main Contract. See Section 14 for additional information. 0369 SSS. This is. 0369 SSS Affiliate. This means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, 0369 SSS, LLC. Agreement. The Agreement is this document, which is a master subcontract agreement. Change Order. For modifications to Other Work, 0369 SSS will issue a Change Order to Subcontractor. See Section 10 for additional information. Customer Data. This means all confidential information (as set forth in Section 26) of any 0369 SSS customer, dealer or supplier. Effective Date. This is the date of this Agreement. This is for reference purposes when the Parties need to refer to this document, such as in an Order. Equipment. This means any tangible item of property that will be provided by Subcontractor as part of the Work on a Project. This may be goods, parts, materials, etc. Depending on the nature of the Work, Subcontractor may be providing the Equipment, installing the equipment or both. Field Service Report. This is a document that the Subcontractor will have the Owner sign at the completion of a Service Assignment. See Section 7.5 for additional information. General Contractor. On Projects where 0369 SSS is not contracted directly with the Owner, the General Contractor is the company with whom 0369 SSS has the contractual relationship for the Work to be completed. Indemnitees. This means 0369 SSS, Owner and General Contractor (if there is one) and their respective employees and agents. See Section 17 for additional information. 2 Intellectual Property. This means all patents, copyrights, mask works, trademarks, and other rights and information of a similar nature worldwide contained in, arising out of, or applicable to, the items required to be delivered to 0369 SSS pursuant to any Work (including, but not limited to, any written materials such as reports or memoranda, software code, drawings, schematics, process sheets, evaluations, etc.) or specified to be performed for the benefit of 0369 SSS as part of the Work. Main Contract. This is a contract that 0369 SSS has entered into with an Owner or a General Contractor that governs the work that is to be done on a particular Project by 0369 SSS. A Main Contract may include items such as designs, plans, drawings, specifications, work schedules, guidelines and other items. Non-Disclosure Agreement. This is a separate agreement between the Parties as explained in Section 25. Order. For Other Work, 0369 SSS will issue a

written Order (which Order may be a “work order,” “subcontract order” or other similarly named document) to Subcontractor identifying the nature of the Project and the Work to be done. See Section 6 for additional information. For Service Work, see “Service Assignment” below. 0369 SSS may issue an Order to a Subcontractor Affiliate (if so requested by the Subcontractor Affiliate and is so agreeable to 0369 SSS), in which case the Subcontractor Affiliate will be considered the Subcontractor for purposes of such Order and shall be bound by all terms and conditions of this Agreement. An 0369 SSS Affiliate may issue an Order to a Subcontractor (or a Subcontractor Affiliate), in which case the 0369 SSS Affiliate will be considered 0369 SSS for purposes of such Order and shall be bound by all terms and conditions of this Agreement. In conjunction with the Order, 0369 SSS may also issue a purchase order for accounting and billing purposes. Other Work. This means Work other than Service Work, such as providing Equipment and/or the installation of Equipment. Owner. This is the end user of a particular Project. For certain Projects, 0369 SSS will be contracted directly with the Owner. For other Projects, 0369 SSS will be contracted with a General Contractor (which, in turn, will be contracted with the Owner). Personal Information. This means any personally identifiable information or data concerning or relating to 0369 SSS’s employees, customers or prospective customers that may be used to uniquely identify or contact such employees, customers or prospective customers. Project. This means the location where the Work is to be performed (or in some cases, where Equipment is to be provided). Revised Service Assignment. For modifications to Service Work, 0369 SSS will email a Revised Service Assignment to Subcontractor. See Section 10 for additional information. Service Assignment. This is an assignment for Service Work. Unlike an Order, a Service Assignment will be in the form of email correspondence from 0369 SSS to Subcontractor. See Section 7 for additional information. 0369 SSS may issue a Service Assignment to a Subcontractor Affiliate (if so requested by the Subcontractor Affiliate and is so agreeable to 0369 SSS), in which case the Subcontractor Affiliate will be considered the Subcontractor for purposes of such Service Assignment and shall be bound by all terms and conditions of this Agreement. An 0369 SSS Affiliate may issue a Service Assignment to a Subcontractor (or a Subcontractor Affiliate), in which case the 0369 SSS Affiliate will be considered 0369 SSS for purposes of such Service Assignment and shall be bound by all terms and conditions of this Agreement. 3 Service Work. This means Work that consists of maintenance work (preventative) and/or repair work (corrective). Subcontractor. This is the company identified in the first paragraph of this Agreement (other than 0369 SSS), together with its agents, representatives, employees, and subcontractors. Subcontractor Affiliate. This means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Subcontractor. Subcontractor Personnel. This means all of Subcontractor’s employees, agents and representatives (including any sub-subcontractors and its employees, agents and representatives). 0369 SSS reserves the right to exclude, or remove from any Project any Subcontractor Personnel, for reasons of incompetence, carelessness, or who violates any of the terms and conditions of this Agreement. Subcontractor Personnel shall at all times be properly licensed and permitted pursuant to all applicable laws and regulations to conduct the Work as provided pursuant to any Order or Service Assignment. Warranty Period. By default, the period of the warranties set forth in Section 13 hereof shall be for one (1) year from the date of the acceptance by 0369 SSS of the Work or Equipment. However, a Main Contract may specify a period that is longer or shorter than one (1) year, in which case the period set forth in the Main Contract shall apply. In addition, for Equipment, 0369 SSS shall receive the benefit of any manufacturer warranties that exceed one (1) year in length. See Section 13 for additional information. Work. Work refers to either Service Work or Other Work.

2. **No Obligation.** This Agreement itself does not obligate 0369 SSS to provide any Work to Subcontractor, nor does it obligate Subcontractor to accept any Work from 0369 SSS. The obligations under this Agreement begin once Subcontractor does accept Work from 0369 SSS. See Section 6.2 and Section 7.2 for the acceptance processes for an Order and a Service Assignment.

3. **Term of Agreement.** 3.1 Effective Date. This Agreement becomes effective once signed by both Parties. For reference purposes, once both Parties sign, the Agreement will be referenced by the Effective Date. The Parties do not need to date the signatures to this Agreement, and, if either Party does write in such a date, that date shall have no meaning. 3.2 Month to Month. Once this Agreement becomes effective, it shall continue on a month to month basis until (i) either Party elects to terminate it for convenience (see Section 3.3) or (ii) a Party terminates it for cause based on remedies contained within this Agreement. 3.3 Termination of Agreement for Convenience. Either Party may, by providing ten (10) days' prior written notice to the other Party per the terms of Section 5 hereof, terminate this Agreement for any reason (or for no reason). Termination of the Agreement shall not terminate any outstanding Orders, which shall continue in accordance with Section 3.4 until (i) completed in accordance with its terms, (ii) terminated by 0369 SSS for convenience (see Section 3.5), or (iii) terminated for cause based on remedies contained within this Agreement. 4 3.4 Post-Termination. Even once terminated, this Agreement shall govern any outstanding Orders and/or Service Assignments until all such Orders and Service Assignments have been completed and/or individually terminated and all warranty obligations have been fulfilled. 3.5 Termination of Order for Convenience. 0369 SSS may, by providing three (3) days' prior written notice to Subcontractor per the terms of Section 5 hereof, terminate an Order, or a portion of an Order, for any reason (or for no reason). Subcontractor's remedy for termination for convenience is limited to the following: (1) Payment for lump-sum items of Work properly performed shall be made on the basis of the percent complete of such items at the time of termination; (2) Payment for non-lump-sum items of Work properly performed shall be made on the basis of cost plus 10% for profit and overhead. Subcontractor shall not be entitled to any additional compensation including but not limited to compensation for loss of anticipated profits or overhead on Work not performed. For Orders that combine Equipment and Services, 0369 SSS may, pursuant to this Section 3.5, terminate the portion of the Order for one without terminating the other. By way of example, 0369 SSS may cancel the only installation by Subcontract of Equipment, in which case the portion of the Order pertaining to the Equipment shall remain in full force and effect. 3.6 Termination of Main Contract. Notwithstanding Section 3.5 hereof to the contrary, if a Main Contract is terminated for any reason, or if 0369 SSS is removed from the Main Contract by the Owner or General Contractor, the Subcontractor shall not be entitled to receive any greater amount than 0369 SSS may on behalf of the Subcontractor recover from the Owner or General Contractor for such termination and Subcontractor expressly waives any claim to any such additional compensation.

4. **Relationship.** Although 0369 SSS thinks of its subcontractors as its "partners," this Agreement does not, for legal purposes, create or constitute an actual partnership between the Parties. As between the Parties, Subcontractor is an independent contractor of 0369 SSS. However, Subcontractor has the status of "employer" as defined by the Industrial Insurance, Workers' Compensation, Unemployment Compensation, Social Security, and other similar acts of the federal, state, and local government. Subcontractor shall withhold from its payroll applicable Social Security taxes, Workers' Compensation and Unemployment Compensation contributions, and withholding taxes and pay the same. 0369 SSS shall be in no way liable as an employer of, or on account of, any employees of Subcontractor.

5. Notices. 5.1 Notice Method. All notices to be sent regarding this Agreement, any Order and any Service Assignment must be sent by email to the Party (or Parties) designated on Exhibit A. All notices shall be deemed to have been given upon successful email transmission. 5.2 Recipients. Exhibit A, contains contact information for both Parties. 5.3 Acknowledgement. For any notice for which a response is desired or required, the Party sending the notice shall so indicate in the notice. When so indicated, the receiving Party shall provide acknowledgement within one (1) business day. The Parties shall make use of "out of office" notifications with alternate contacts if any particular contact will not be available. 5.4 Changes. Either Party shall notify the other Party of changes to Exhibit A by notification pursuant to Section 5.1. Formal amendment of the Agreement shall not be necessary. 5

6. Orders. 6.1 Issuance. For Other Work, 0369 SSS shall issue to Subcontractor via email an Order that identifies the Project, the Work, the Owner, the General Contractor (if there is one), the relevant dates for the Work and the price for the Work. 0369 SSS reserves the right to use any form of Order so long as such Order does not impose any terms and conditions that would conflict with the terms and conditions of this Agreement. 6.2 Acceptance. To accept an Order, Subcontractor may either (i) sign and email the Order back to 0369 SSS (to the email address from whom the Order was originally sent) or (ii) email the Order back to 0369 SSS (to the email address from whom the Order was originally sent) without signature, but with the return email containing the words "Order Accepted." Electronic and digital signatures are acceptable. Signatures applied with a stylus or finger on a phone or tablet are acceptable. 6.3 Orders Incorporate Agreement. For each Order entered into by the Parties, Subcontractor shall perform the Work in accordance with and comply with all requirements of this Agreement. The terms, conditions and requirements of this Agreement are incorporated by reference into each Order as if restated fully therein. Subcontractor shall not perform any Other Work before an Order is executed. For convenience, an Order may include an estimate (or similar document) from Subcontractor in order to capture the scope of work to be performed. When this is the case, such estimate (or similar document) is being incorporated for the scope of work only, and any terms and conditions, clarifications or exclusions contained in such estimate (or similar document) shall be void and shall not apply to the Order. 6.4 Orders Incorporate Main Contract. Also incorporated into each Order are all obligations and responsibilities which 0369 SSS has assumed toward Owner or General Contractor under the Main Contract to the extent that such responsibilities are applicable, generally or specifically, to the Work. In case of conflict between the terms of the Agreement and the Main Contract, the more stringent provisions toward Subcontractor shall control. It is the Subcontractor's responsibility to verify and ensure that all Work will fit, align with, and have compatibility with the Project as required by the Main Contract. A copy of the applicable Main Contract will be made available to Subcontractor upon request. 6.5 Ownership of Equipment. Equipment to be provided by Subcontractor and to be incorporated into the Work shall become property of the end user (Owner or General Contractor) upon the earlier of (i) incorporation into the Work or (ii) payment for such Equipment. Subcontractor shall bear the risk of loss of all such Equipment until actually incorporated into the Work, and until the Work is accepted, even though title thereto may previously have passed to the end user under the preceding sentence. Equipment to be provided by 0369 SSS and to be incorporated into the Work shall remain the property of 0369 SSS until incorporation of such equipment into the Work; provided that upon taking possession of such Equipment, Subcontractor shall bear the risk of loss of all such Equipment until actually incorporated into the Work, and until the Work is accepted.

7. Service Assignments. 7.1 Issuance. For Service Work, 0369 SSS shall email a Service Assignment to Subcontractor. Each Service Assignment will identify the Project, a general description of the Work (or nature of the problem) and the date for the Work. 6 7.2 Acceptance. To accept a Service Assignment, Subcontractor shall respond via email (to the email address from whom the Service Assignment was originally sent), acknowledging and accepting the Service Agreement. 7.3 Service Assignments Incorporate Agreement. For each Service Assignment accepted by Subcontractor, Subcontractor shall perform the Work in accordance with and comply with all requirements of this Agreement. The terms, conditions and requirements of this Agreement are incorporated by reference into each Service Assignment as if restated fully therein. Subcontractor shall not perform any Service Work before a Service Assignment is accepted. 7.4 Ownership of Equipment. Equipment to be provided by Subcontractor and to be incorporated into the Work shall become property of the end user (Owner or General Contractor) upon the earlier of (i) incorporation into the Work or (ii) payment for such Equipment. Subcontractor shall bear the risk of loss of all such Equipment until actually incorporated into the Work, and until the Work is accepted, even though title thereto may previously have passed to the end user under the preceding sentence. Equipment to be provided by 0369 SSS and to be incorporated into the Work shall remain the property of 0369 SSS until incorporation of such equipment into the Work; provided that upon taking possession of such Equipment, Subcontractor shall bear the risk of loss of all such Equipment until actually incorporated into the Work, and until the Work is accepted. 7.5 Field Service Report. At the completion of the Service Assignment, Subcontractor shall prepare a Field Service Report containing the details of the Service Work that has been performed by the Subcontractor. The Field Service Report shall either be on a template provided by 0369 SSS or shall be in a form acceptable to 0369 SSS. Within two (2) business days of the completion of the Service Assignment, Subcontractor shall obtain the signature of the Owner on the Field Service Report and shall email a copy of the Field Service Report to 0369 SSS (to the email address from whom the Service Assignment was originally sent).

8. Examination of Project Sites. By undertaking any Work pursuant to this Agreement, Subcontractor is agreeing that it has satisfied itself as to the nature and location of the Work, the character, kind and quantity of material to be encountered, the character, kind and quantity of equipment needed, the location, conditions and other matters which can in any manner affect the Work, and acknowledges that Subcontractor has had a reasonable opportunity to examine the site and any applicable Main Contract.

9. Timing of Work. 9.1 Commencement and Completion. Time is of the essence in this Agreement. Subcontractor shall commence Work as directed by an Order or Service Assignment and shall diligently prosecute the same in accordance with any dates set forth in such Order or Service Assignment. 9.2 Progress Schedule. If 0369 SSS provides Subcontractor with a progress schedule, Subcontractor shall follow such schedule which may be changed by 0369 SSS from time to time. When necessary, Subcontractor shall cooperate with 0369 SSS in development and updating of the schedule, and Subcontractor shall not be entitled to any damages for performance in accordance with such modified schedules. For certain Projects, the progress schedule may include site construction meetings, which Subcontractor (its project manager or supervisor) shall be required to attend. For certain Projects, Subcontractor may be required to submit weekly progress reports to 0369 SSS (in a format required by 0369 SSS). 7 9.3 Liquidated Damages. Subcontractor shall be bound by any provisions in a Main Contract for liquidated damages and, if liquidated damages are assessed against 0369 SSS, shall pay such damages for any delay to the extent caused by Subcontractor. 0369 SSS's remedy set forth in this

Section 9.3 shall not be construed to deprive 0369 SSS of any right to recover separate or additional damages for delay to the extent caused by Subcontractor. 9.4 Delays. In the event Subcontractor causes a delay to any schedule, 0369 SSS shall have the right to direct Subcontractor to furnish additional labor, perform any overtime work necessary or expedite deliveries of materials at Subcontractor's sole cost and expense or, without prejudice to any other right or remedy, after giving two (2) working days written notice to Subcontractor, provide any labor and materials 0369 SSS deems necessary and deduct the costs thereof from any money then due or thereafter to become due to the Subcontractor. If Subcontractor fails to take such action, then 0369 SSS may elect to complete the Work pursuant to Section 16.1(b) of this Agreement. Subcontractor shall be solely responsible for paying the cost of the premium portion of any overtime, without any addition of overhead or profit. 9.5 Audits. 0369 SSS may, at reasonable times, perform audits of Subcontractor's performance hereunder. Such audits may include on-site reviews, billing, safety records, or review of any documents related to any Work hereunder. Subcontractor agrees to cooperate with such audits, to provide reasonable assistance to the auditors, to have knowledgeable people answer auditors' questions promptly and to provide corrective actions to address any deficiencies identified during the audit.

10. Changes. At any time during the performance of an Order or a Service Assignment, 0369 SSS may make changes to the Work by altering, adding to, or deducting from the Work. Subcontractor's charges for the Work shall not exceed the amount listed on an Order or Service Assignment unless set forth in a Change Order or Revised Service Assignment itemizing any changes and (i) in the case of a Change Order, fully executed by the Parties or (ii) in the case of a Revised Service Assignment, acknowledged by Subcontractor. No changes to the Work are authorized without a Change Order fully executed by the Parties or an acknowledged Revised Service Assignment. If Subcontractor initiates any changes to the Work without a fully executed Change Order or without acknowledging the Revised Service Assignment, then (i) 0369 SSS may, at its sole discretion, elect to withhold payment for such changes, and (ii) Subcontractor shall pay and be solely responsible and liable for all claims, damages, costs and expenses caused thereby. 10.1 Other Work. The nature of the changes, any adjustment of the price for the Work and the time for completion of the Work shall be agreed upon by the Parties in a Change Order. The mechanism for the issuance and acceptance of a Change Order shall be the same as is set forth in Section 6 hereof. 10.2 Service Work. The nature of the changes, any adjustment of the price for the Work and the date for the Work to take place shall be agreed upon by the Parties via a Revised Service Assignment in accordance with the terms and procedures of Section 7 hereof. 10.3 Pricing. For changes required by 0369 SSS (which will generally be due to changes required by an Owner or General Contractor), 0369 SSS shall request revised pricing from Subcontractor, and Subcontractor shall within (24) hours thereafter submit an itemized proposal reflecting any cost increase or decrease that would result from such requested changes. 0369 SSS will use good faith efforts to be able to pay Subcontractor at the same rates in effect for the Work (prior to the changes). However, Subcontractor acknowledges that a Main Contract will often have different rates for changes than the rates for the originally contemplated work. 8 10.4 Requested Changes from Subcontractor. Claims by Subcontractor for extension of time, additional costs, damages, extra work, delay, hindrance, acceleration, loss of efficiency, or other relief relating to the Work must be made in writing (pursuant to Section 5) within three (3) days after occurrence of the event giving rise to such claims. Such notice must contain a detailed description of the claims, the basis therefore, and the claimed adjustment to the price or time needed. Failure by Subcontractor to timely provide such notice or provide sufficient information in such notice shall result in an absolute waiver of Subcontractor's claim. 0369 SSS shall promptly review all such

notices by Subcontractor. 10.5. Dispute Regarding Changes. If the Parties are unable to agree upon the pricing for a Change Order or Revised Service Assignment, then, notwithstanding the requirement in this Section 10 that all Change Orders be executed by both Parties and that all Revised Service Assignments be acknowledged by Subcontractor, 0369 SSS shall have the right to direct Subcontractor to perform under a Change Order that has not been fully executed and/or a Revised Service Assignment that has not been acknowledged. Any such disputes shall be resolved by the Parties subsequent to the completion of the Work pursuant to Section 18 of this Agreement.

11. Lower-Tier Subcontractors. Subcontractor shall not subcontract any portion of the Work without the prior written consent of the 0369 SSS, which consent shall not be unreasonably withheld, conditioned or delayed. However, any consent shall be subjected to the following requirements (all of which the Parties agree are reasonable): 11.1 Lower-Tier Subcontractors Bound. Any lower-tier subcontractor shall be bound to Subcontractor to the same extent Subcontractor is bound to 0369 SSS and to the same extent 0369 SSS is bound to Owner or General Contractor. 11.2 Requested Information. When requested by 0369 SSS, Subcontractor shall promptly provide 0369 SSS with all documents pertaining to sums which are either owing or may in the future be owing to lower-tier subcontractors or suppliers of equipment or materials to Subcontractor.

12. Payments. 12.1 Paid When Paid. As a condition precedent to any payment by 0369 SSS to Subcontractor herein, 0369 SSS must first receive payment from the Owner or General Contractor for the Work of Subcontractor (or the supply of Equipment) for which payment is sought. Subcontractor specifically agrees that it is relying upon the credit of the Owner or General Contractor for a particular Project, and not the credit of the 0369 SSS, for payment, and Subcontractor specifically accepts the risk of non-payment by the Owner. Subject to all other obligations for payment being satisfied by Subcontractor pursuant to this Agreement, Subcontractor shall be paid for Work or Equipment within 10 days after 0369 SSS has received payment from the Owner for such Work or Equipment. In no event will any payment, including payment of retention or other compensation to Subcontractor for Work or Equipment hereunder, be due Subcontractor from 0369 SSS until 0369 SSS has received such payment from Owner. 12.2 Applications for Payment. Subcontractor shall promptly submit to 0369 SSS applications for payment following the completion of any Work. Subcontractor understands and acknowledges that prompt submission of such applications for payment are necessary to enable 0369 SSS to timely apply for payment from an Owner or General Contractor. Failure to submit an application for payment within four (4) weeks of the completion of any Work shall be a material breach of this Agreement. All applications for payment shall conform to the requirements set forth in Exhibit B attached hereto. 0369 SSS reserves the right to make changes to Exhibit B by notifying 9 Subcontractor (per Section 5 hereof) of any such changes. Applications for payment may only contain items that were specifically forth in an Order or Service Assignment. Any other items appearing on an application for payment, including but not limited to expenses, shall not be paid unless previously agreed-upon in writing. 12.3 Retainage; Right to Withhold or Offset Payment; Joint Checks. (a) 0369 SSS may, at its sole option, retain ten percent (10%) of the amount due Subcontractor as progress payments or under partial payment estimates for Work performed by Subcontractor until final completion and acceptance by 0369 SSS of all such Work. (b) 0369 SSS may withhold from any payment an amount sufficient to protect 0369 SSS (i) if it appears to 0369 SSS that the Work cannot be completed on schedule and/or for the unpaid balance of the agreed price for the Work; (ii) if in 0369 SSS's opinion Subcontractor is not satisfactorily performing the Work and/or the Work is defective; (iii) upon Subcontractor's failure to

cure any other breach of this Agreement after 24-hour written correction notice from 0369 SSS; or (iv) in the event of lost or damaged 0369 SSS inventory. For the avoidance of doubt, Subcontractor shall be fully responsible for any loss or damage to inventory provided by 0369 SSS to Subcontractor pursuant to this Agreement. (c) 0369 SSS may withhold amounts otherwise due under this Agreement or any other agreement between the Parties to cover 0369 SSS's reasonable estimate of any costs or liability 0369 SSS has incurred or may incur for which Subcontractor may be responsible under this Agreement or any other agreement between the Parties. (d) 0369 SSS reserves the right to make direct payment or issue joint checks to Subcontractor and its material suppliers, sub-subcontractors, labor unions, equipment suppliers, etc. if, in 0369 SSS's sole judgment, it is necessary to do so to ensure payment to the foregoing parties or if the foregoing parties have filed a notice of non-payment, lien or intent to lien, stop notice, etc. 12.4 Warranty Withholding. 0369 SSS reserves the right to withhold payment for the warranty, paying for such warranty either in increments as the Warranty Period runs, or in a lump sum at the end of the Warranty Period. 12.5 Progress Payments. For projects that will exceed one billing period, Subcontractor may make application for progress payments per Section 12.2 hereof by submitting the same to 0369 SSS by the twentieth (20th) day of each calendar month (or any such earlier date as may be set forth in an Order). Any progress payments shall be made in accordance with Section 12.1 hereof. Any progress payments shall be deemed advances and are subject to adjustment at any time prior to final payment for errors, overpayment or 0369 SSS's good faith determination that the remaining balance of payments may be insufficient to insure completion of the Work or to pay lien, retainage, or bond claims. Any progress payment shall be subject to receipt from Subcontractor and all subcontractors and suppliers of Subcontractor of a conditional lien waiver and release matching the dollar amount of the partial payment in form reasonably acceptable to 0369 SSS (or, if applicable, Owner and/or General Contractor). 12.6 Sub-Tier Labor. Subcontractor acknowledges that all payments which are or become due under this Agreement shall constitute a trust fund in favor of laborers, materialmen, governmental authorities, and all others who are legally entitled to claim a lien on the premises covered by this Agreement or otherwise file a claim against any retainage or payment bond. 10 Subcontractor shall pay its own subcontractors and suppliers all sums owed them within ten (10) days of receipt of payment from or on behalf of 0369 SSS. Subcontractor agrees that monies received for performance of this Agreement shall first be used to satisfy obligations owing by Subcontractor for labor, materials, and equipment utilized in performance of this Agreement. If 0369 SSS determines in good faith that Subcontractor is obligated to 0369 SSS or anyone else for labor, fringe benefits, taxes, supplies, materials, equipment rental or other proper charges against Subcontractor or the Work, or with regard to any other contract with Subcontractor, the amount of such obligation may be deducted by 0369 SSS from any payment or payments, including retainage, made under this provision. 0369 SSS has the right to pay any lower-tier subcontractor or supplier of equipment or materials to Subcontractor directly or by two-party check. 12.7 Conditions of Final Payment. Subject to Section 12.4 hereof, final payment (including the release of any retainage) is conditioned upon the following: (a) Receipt from Subcontractor of all required documentation, including, but not limited to, as-built drawings, operation and maintenance manuals, and required testing and certification of any and all Equipment provided for the Work. (b) Subcontractor paying all material and labor claims (including labor fringe payments due) and paying all lienable claims for labor, materials, equipment, and supplies in connection with the Work and paying all federal, state and municipal taxes and licenses, including sales taxes, if any, for which Subcontractor, or any of its suppliers, or any subcontractor of Subcontractor may be liable in connection with the Agreement, and including any obligations incurred by Subcontractor in carrying out the

Agreement, and conditioned upon Subcontractor furnishing 0369 SSS with evidence that all of the same have been paid. (c) Receipt from Subcontractor and all subcontractors and suppliers of Subcontractor of an unconditional lien waiver and release in form reasonably acceptable to 0369 SSS (or, if applicable, Owner and/or General Contractor). (d) In the case of Service Work, a copy of the Field Service Report, signed by the Owner. In the case of Other Work, a copy of the fully executed Order.

13. **Warranties.** 13.1 Work and Equipment. For the duration of the Warranty Period, Subcontractor warrants to 0369 SSS that all Work and Equipment furnished under this Agreement will (i) be new, (ii) be of good quality, (iii) be free from defects, (iv) conform to the Agreement and Main Contract documents, and (v) comply with all applicable codes, regulations, statutes, ordinances and laws, all industry standards and manufacturers' installation requirements and standards. 13.2 Third Party Warranties. Subcontractor hereby assigns to 0369 SSS all warranties provided by any manufacturers and/or anyone furnishing Equipment in connection with the Work. Subcontractor further agrees to cooperate and assist 0369 SSS in obtaining the benefit of any such warranties. 13.3 Failure to Conform. If Subcontractor performs any Work or supplies any Equipment in violation of these warranties, 0369 SSS will have in addition to any other options allowed by contract, law, equity, or otherwise the option to: 11 (a) Direct Subcontractor to repair and/or replace the defective Work and/or Equipment at Subcontractor's expense, and Subcontractor agrees to do so without delay per all terms of this Agreement; and/or (b) With its own forces or forces of a third party, and at Subcontractor's expense, repair and/or replace the defective Work and/or materials.

14. **Insurance Requirements.** 14.1 Requirement. Before commencing Work and as a condition of payment, Subcontractor shall purchase and maintain insurance from an insurer with an A.M. Best rating of A – VI or better that will protect it from claims arising out of its operations under this Agreement, whether the operations are by Subcontractor, Subcontractor's consultants or subcontractors, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. 14.2 Limits. The required minimum limits of insurance are set forth on Exhibit C. These are minimum requirements only. A Main Contract may require a greater level of insurance, in which case Subcontractor shall be responsible to maintain the higher limits. No minimum insurance limits or insurance maintained by Subcontractor shall in any way serve to reduce or limit Subcontractor's liability under this Agreement. 14.3 Endorsements. Subcontractor's insurance shall contain the required endorsements set forth on Exhibit C. 14.4 Certificate of Insurance. Subcontractor shall provide a certificate of insurance of all required coverages prior to starting any Work. Such certificate of insurance shall contain the required coverages and endorsements set forth on Exhibit C, as well as the Additional Insureds. 14.5 Additional Insureds. It is a requirement of this Agreement that for any Work performed on any Project, whether pursuant to an Order or a Service Assignment, the certificate of insurance lists the Additional Insureds with respect to Subcontractor's Commercial General Liability, Comprehensive Automobile Liability, and Excess or Umbrella Liability policies. 14.6 Blanket Form. In furtherance of being able to use the certificate of insurance for multiple Projects that may involve different Owners and General Contractors, the certificate of insurance shall not contain any specific Project designation and shall contain the following language: "It is agreed that 0369 SSS Commercial LLC and all required entities are included as an additional insured with respect to General Liability, Auto Liability, and Umbrella/Excess Liability, as required by written contract or agreement." The foregoing language will allow the same certificate of insurance to be used for multiple Projects for the duration of the certificate of insurance. 14.7 Waiver of Subrogation. 0369 SSS and Subcontractor waive all rights against each other

for direct physical damage caused by perils to the extent covered by the proceeds of the builder's risk or property insurance in place for the Work, except such rights as they may have to the insurance proceeds. Subcontractor shall require similar waivers from its sub-tier subcontractors. 14.8 Dissolution of Subcontractor. In the event that Subcontractor's corporate form is dissolved or terminated by any means recognized by applicable State law, Subcontractor expressly waives the benefit and defense of any limitation on actions set forth in such State law, but only to the extent of insurance coverage required by this Agreement. 14.9 Failure to Provide. If Subcontractor fails to maintain any insurance required by this Agreement, 0369 SSS may, at its option, and without waiver of other available remedies, purchase insurance as 0369 SSS in its sole discretion deems appropriate to protect 0369 SSS's interests. 0369 SSS shall be entitled to offset the cost of any such insurance against any sums otherwise due Subcontractor and/or recover the cost of such insurance from Subcontractor.

15. **Damage.** 15.1 Damage to Work. Any damage to the Work, regardless of the source of damage (unless caused by 0369 SSS, in which case Section 15.3 hereof shall apply) shall be promptly repaired by Subcontractor at its expense. If Subcontractor believes that such damage was caused by an Owner or General Contractor, 0369 SSS shall work with Subcontractor in good faith to attempt to obtain reimbursement from the party who caused the damage. 15.2 Damage to Work by 0369 SSS. Any damage to the Work caused by 0369 SSS shall be immediately reported to Subcontractor (if Subcontractor did not witness such damage), and 0369 SSS shall promptly repair the damage at its expense. 15.3 Damage to Non-Work. Any damage to work (that is not part of the Work) caused by Subcontractor or its lower-tier subcontractor, shall be reported immediately to 0369 SSS, and Subcontractor shall, as directed by 0369 SSS, either promptly repair the Work at its expense or shall be liable to reimburse the damaged party to have such work corrected.

16. **Failure to Perform.** 16.1 0369 SSS's Options. If Subcontractor fails to perform any of its obligations set forth in this Agreement or in any Order, 0369 SSS will have in addition to any other options allowed by contract, law, equity, or otherwise the option to: (a) Direct Subcontractor to take whatever action is necessary to cure such failure, at Subcontractor's expense, and Subcontractor agrees to do so without delay per all terms of this Agreement; and/or (b) With its own forces or forces of a third party, and at Subcontractor's expense, repair and/or replace the defective Work and/or materials. 16.2 Payment and Reimbursement. Subcontractor shall reimburse 0369 SSS for any and all claims, damage, costs and other expenses that 0369 SSS may incur as a result of such failure. If Subcontractor fails to pay or reimburse 0369 SSS, then 0369 SSS may pay directly to third parties and/or offset all or any part of such unreimbursed costs and expenses from and against any one or more amounts that 0369 SSS may otherwise owe to Subcontractor pursuant to this Agreement.

17. **Indemnification.** 17.1 Indemnity. To the fullest extent allowed by law, and to the extent caused by the act, failure to act, negligence, recklessness or misconduct of Subcontractor or Subcontractor's agents, employees and lower-tier subcontractors or suppliers of any tier, Subcontractor agrees to defend, indemnify, and hold the Indemnitees harmless from any and all claims, demands, losses, and liabilities, including but not limited to breach of contract arising from, resulting from or 13 connected with Work performed or to be performed under this Agreement by Subcontractor, or Subcontractor's agents or employees or by Subcontractor's lower-tier subcontractors or suppliers of any tier, even though such claims may prove to be false, groundless or fraudulent. 17.2 Costs and Expenses. Subcontractor's duty to defend, indemnify and hold Indemnitees harmless shall include, as to all claims, demands, losses and liability to which it applies, Indemnitees and/or Indemnitees' personnel-related

costs, reasonable attorneys' and experts' fees, court costs, and all other claim related expenses. 17.3 Tender of Defense. Subcontractor agrees that it shall be obligated to accept any tender or defense by Indemnitees pursuant to this Section 17 and provide a full defense to Indemnitees so long as any potential exists for Subcontractor to have an obligation to indemnify Indemnitees for any part of any potential judgment against Indemnitees. 17.4 Waiver of Immunity. Subcontractor specifically and expressly waives any immunity that may be granted it under any State Industrial Insurance Act and all other applicable industrial insurance/workers' compensation acts or their equivalent in the applicable jurisdiction. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefit acts; provided Subcontractor's waiver of immunity by the provisions of this Section 17 extends only to claims against Subcontractor by Indemnitees, and does not include, or extend to, any claims by Subcontractor's employees directly against Subcontractor. 17.5 Liens. Subcontractor shall at all times secure the immediate release and satisfaction of any claims of lien, claims against 0369 SSS's bond or retainage, or claims against any other contractor's bond or retainage resulting from its performance pursuant to this Agreement or the performance of any subcontractor or supplier of Subcontractor. Subcontractor shall not allow any liens to be filed upon any property owned by Owner, and Subcontractor shall bear all expenses incurred by 0369 SSS, Owner, or General Contractor investigating, resisting, or settling such liens or claims, including attorneys' fees incurred by any such parties. Subcontractor agrees to defend, indemnify, and hold all such parties harmless from any claims of lien, any claims against any contractor's bond or retainage, or any claims against any other contractor's bond or retainage resulting from the performance pursuant to this Agreement. 17.6 Specifically Negotiated. By signing this Agreement, 0369 SSS and Subcontractor certify that the waiver of immunity contained in this Section 17 was mutually and specifically negotiated.

18. Disputes. 18.1 Disputes between 0369 SSS and Subcontractor. The Parties knowingly, expressly, and willingly, and as a matter of agreed-upon risk allocation, agree that all disputes between 0369 SSS and Subcontractor under or relating to this Agreement, an Order or a Service Assignment shall be decided in accordance with the substantive laws of the state where the Work is being performed, without regard to the conflict of laws provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved through binding arbitration administered in the closest major city to where the Work is being performed, by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered exclusively in the Superior Court of the state where the Work is being performed, in and for the county where the Work is being performed, and by executing this Agreement, 0369 SSS and Subcontractor voluntarily consent to jurisdiction in such court. The substantially prevailing Party in the arbitration shall be entitled to recover its reasonable attorneys' fees, costs (including arbitration and collection costs), and expenses incurred in connection therewith. 18.2 Dispute involving Owner or General Contractor. In the event of a dispute between 0369 SSS and/or Subcontractor that involves an Owner and/or General Contractor or arises out of a Main Contract, the Parties agree that the Parties shall be bound by any dispute resolution procedures set forth in such Main Contract and that such procedures shall govern and be the sole process to be used for any such dispute. The final resolution of any dispute between 0369 SSS and an Owner and/or General Contractor under a Main Contract shall be a condition precedent of any pursuit of any claim or action by Subcontractor against 0369 SSS with respect to any such claim or dispute.

19. Materials and Clean Up. 19.1 Materials. All scaffolding, apparatus, ways, works, machinery, and parts brought upon the premises by Subcontractor shall remain its property, but in the case of Subcontractor's inability to perform, and completion of the Work is done by 0369 SSS, 0369 SSS shall be entitled to use such scaffolding, apparatus, ways, works, machinery, and parts without cost or liability for depreciation or damage by use, and without prejudice to 0369 SSS's other rights or remedies for any damage or loss sustained by reason of Subcontractor's inability to perform. It shall be Subcontractor's responsibility to unload, store, and protect its materials, to bear the risk of loss thereof, and to protect such material against loss until either removed or incorporated into the Work. Any Equipment supplied by 0369 SSS shall remain the property of 0369 SSS until such time, if any, as such Equipment becomes the property of an Owner or General Contractor pursuant to a Main Contract. Any such Equipment that becomes under the control of Subcontractor shall be returned to 0369 SSS immediately upon request, and Subcontractor shall be liable for any costs associated with the failure to so return such Equipment, including but limited to the replacement of any such Equipment. 19.2 Clean Up. Subcontractor shall regularly remove all refuse, waste, and debris produced by it or any of its sub-tier subcontractors during the course of any Work. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the job site or creates a safety hazard.

20. Bonds. If an Order requires Subcontractor to supply bonds for the Work, then Subcontractor shall furnish 0369 SSS, prior to the commencement of such Work, performance and payment surety bonds, acceptable to 0369 SSS, in an amount equal to the Agreement price. The bonds shall be conditioned upon the full and faithful performance of all terms, provisions, and conditions of this Agreement and upon payment for all labor, materials, equipment, and supplies used in the prosecution of the Work described in such Order.

21. Code of Conduct. 21.1 0369 SSS, Subcontractor and its lower-tier subcontractors shall at all times comply with 0369 SSS's Codes of Conduct and Guide to Supplier Social Responsibility, copies of which are available at: <http://www.0369SSS.com/about-0369SSS/ethics> (under construction). It is the responsibility of the Subcontractor to ensure that its employees, agents and representatives, as well as any employee, agent and representative of any authorized sub-subcontractor or other third party performing Services under this Agreement present and conduct themselves in a professional manner. In this respect, such persons should be clean and well groomed, and in uniform. Subcontractor, agent and representatives who enter the customer's premises shall always carry a badge or other tangible form of identification. 21.2 Owner and General Contractor. Subcontractor and its lower-tier subcontractors are required to follow all of Owner's and General Contractor's code of conduct requirements. Subcontractor is responsible to train its staff and that of lower-tier subcontractors on the requirement of applicable code of conduct requirements. 21.3 Violations. Subcontractor must inform 0369 SSS of any violation of applicable code of conduct within twenty-four (24) hours.

22. Safety. 22.1 Compliance. Subcontractor and its lower-tier subcontractors shall take all reasonably necessary safety precautions pertaining to its work and its work performance, including compliance with applicable laws, ordinances, regulations, and orders issued by a public authority, whether federal, state, local, or other, OSHA, and any safety measures requested by 0369 SSS. Subcontractor shall at all times be responsible for providing a safe job site and be responsible for the work performance and safety of all employees, personnel, equipment, and materials within Subcontractor's or its lower-tier subcontractors' care, custody, or control. Subcontractor and its lower-tier subcontractors shall furnish all required safety equipment for its work and ensure all of its employees and lower-tier subcontractors'

employees have and wear personal protective equipment in compliance with applicable OSHA requirements and 0369 SSS's safety rules, as provided in writing to Subcontractor. 22.2 Plan. Subcontractor certifies that it and its lower-tier subcontractors are registered contractors. Subcontractor certifies that it and its lower-tier subcontractors maintain a written accident prevention plan and a job site-specific safety plan in compliance with applicable OSHA regulations. Subcontractor's accident prevention plan should address Subcontractor's role and responsibilities pertaining to safety on the job site, training, and corrective action, and be tailored to safety and health requirements for the work involved. Subcontractor shall have and enforce a disciplinary action schedule in the event safety violations are discovered. When and as requested by 0369 SSS, Subcontractor shall provide information regarding safety matters. 22.3 Notice of Violations. Subcontractor shall promptly provide 0369 SSS with written notice of safety hazards or violations found at a Project or of any injury to its or its lower-tier subcontractors' workers incurred at a Project. 22.4 Non-Compliance. 0369 SSS's supervisor may direct Subcontractor's superintendent to remove employees not in compliance with the requirements of this Agreement. In the event Subcontractor does not promptly correct its safety violation, 0369 SSS may order Subcontractor to stop work until the violation is corrected and may correct the violation and charge all costs of compliance to the Subcontractor. 22.5 Indemnification. Subcontractor agrees to defend, indemnify, and hold 0369 SSS harmless from all OSHA or other related claims, demands, proceedings, violations, penalties, assessments, or fines that arise out of or relate to Subcontractor's failure to comply with any safety related laws, ordinances, rules, regulations, orders, or its obligations hereunder. 0369 SSS may charge against the sums otherwise owing to Subcontractor the amount of the fine and the fees, costs, and expenses incurred by 0369 SSS in the defense of the claim's citation and/or fine arising from or relating to the Subcontractor's above-referenced failure.

23. **Permits and Taxes.** Subcontractor shall obtain and pay for all permits, fees, and licenses necessary for the performance of this Agreement and shall pay any and all federal, state, and 16 local taxes applicable to the Work to be performed under this Agreement, prior to site mobilization. Subcontractor is to send 0369 SSS a copy of all applicable permits prior to start of Work and at completion of Work with sign-off by appropriate inspectors.

24. **Relationships.** 24.1 Covenant Not to Compete. During the performance of any Work, and for a period of three (3) years thereafter, Subcontractor shall not, directly or indirectly, solicit or accept work from the Owner or General Contractor of any Project which is the subject of any Work. This Section 24.1 does not preclude Subcontractor from working directly or indirectly with an Owner or General Contractor with whom Subcontractor had a relationship prior to commencing Work on any such Project. 24.2 No Exclusivity. This Agreement does not create any agreement of exclusivity between the Parties. 0369 SSS may assign Work to any company it chooses, regardless of whether or not any such company is a competitor of, or shares a geographic territory with, Subcontractor. Except as otherwise provided in this Section 24, Subcontractor may perform work for any company it chooses, regardless of whether or not any such company is a competitor of, or shares a geographic territory with, 0369 SSS. 24.3 Solicitation of 0369 SSS Employees. Subcontractor acknowledges that 0369 SSS has made an investment in its employees which is not easily measured or ascertained. Should Subcontractor (or any of its sub-tier contractors) hire any such employee, 0369 SSS shall be damaged in an amount that cannot be easily measured. Therefore, Subcontractor agrees to pay to 0369 SSS as liquidated damages the amount of thirty-five percent (35%) of the annual gross salary of any such employee (which shall be calculated by multiplying by twelve (12) the monthly salary on the last day of the employee's employment) in the

event that Subcontractor (or any of its sub-tier contractors) hires any such employee at any time during the term of this Agreement or within three (3) years after the termination of this Agreement. Subcontractor agrees that the liquidated damages specified in this Section 24.3 are a reasonable forecast of just compensation to 0369 SSS and not a penalty or punitive amount. 24.4 Customer Solicitation, Telemarketing and Email Marketing. (a) Subcontractor expressly acknowledges that 0369 SSS's relationships with its customers, and the goodwill associated with such relationships, constitute the property of 0369 SSS, and Subcontractor shall take no action whatsoever affecting 0369 SSS's relationship with any of its customers. Therefore, Subcontractor shall not, without the express written consent of 0369 SSS: (i) subject to Section 24.1 hereof, directly or indirectly solicit or attempt to solicit, sell to, communicate with, advertise to, or accept money, from any customer of 0369 SSS, or (ii) take any action intended to, or having the foreseeable effect of, adversely affecting 0369 SSS's relationship with customer of 0369 SSS. (b) The Work contemplated under this Agreement does not include any telemarketing or email marketing services. Under no circumstances may Subcontractor 17 send any emails or make any outbound telephone calls directly or indirectly on behalf of 0369 SSS to any person, including but not limited to 0369 SSS customers. (c) Subcontractor agrees to indemnify, defend and hold 0369 SSS harmless from and against any claims, actions, proceedings and damages, including reasonable attorney's fees and costs, and all monetary penalties or costs imposed upon 0369 SSS arising out of Subcontractor's breach of this Section 24.4. In the event of any actual or impending breach of this provision, the Parties agree that 0369 SSS will suffer irreparable harm and any award of monetary damages to 0369 SSS will be impossible to calculate and therefore be an inadequate remedy. Accordingly, the Parties agree that 0369 SSS shall be entitled to temporary and permanent injunctive relief against Subcontractor, its employees, officers, directors, agents, representatives or independent contractors, and the other rights and remedies to which 0369 SSS may be entitled to at law, in equity and under this Agreement. 24.5 Conflicts of Interest. 0369 SSS does not permit the offering or acceptance of gifts or gratuities by 0369 SSS employees from/to parties with whom 0369 SSS is contracting for services, products or other matters and Subcontractor shall not make any offer to any 0369 SSS employee or other person/entity that would violate this policy. Subcontractor represents and warrants that there is no financial/business relationship between Subcontractor and any 0369 SSS employee. If 0369 SSS determines that Subcontractor has made any offer of gifts or gratuities to an 0369 SSS employee or a financial or business relationship or other conflict of interest has been offered to or exists between Subcontractor and an 0369 SSS employee, 0369 SSS may terminate this Agreement and pursue any other legal remedies available to 0369 SSS. 24.6. Issues Regarding Agreement. Subcontractor shall not communicate with an Owner or General Contractor regarding any contractual terms, pricing or any other matters unrelated to any Work. Subcontractor must refer the Owner and/or General Contractor to 0369 SSS if such Owner or General Contractor raises any matter in relation to the contractual terms, pricing, or change of Work or any other matter regarding the Work. Subcontractor acknowledges and agrees that it shall not invoice an Owner or General Contractor for any Work or any performance related to its obligations under this Agreement. 24.7. Survival. 0369 SSS's rights and remedies, as well as Subcontractor's obligations set forth in this Section 24 shall survive termination of this Agreement.

25. Confidentiality. The Parties shall enter into (or have already entered into) a mutual Non Disclosure Agreement (NDA) governing the confidentiality and disclosure aspects of the relationship between the Parties. In addition, Subcontractor shall be responsible for any confidentiality provisions imposed upon 0369 SSS in a Main Contract. In the absence of more stringent requirements in the Main Contract, and if

the Parties fail to enter into a Non-Disclosure Agreement: if 0369 SSS, Sub-contractor or affiliates discloses any information designated as confidential information, Subcontractor shall use such confidential information solely for the purpose of performing the Work, not disclose the confidential information to a third party without 0369 SSS's prior written consent and will take precautions to prevent the disclosure of confidential information that are no less stringent than its own procedures and in no event less than reasonable precautions. Upon completion, Subcontractor shall return all confidential information without retaining copies. These requirements shall be in effect for five (5) years after Subcontractor completes its Work for any particular project.

26. **Data Privacy and Security.** Subcontractor and its lower-tier subcontractors are required to follow all of Owner's and General Contractor's rules and requirements regarding data privacy and security, whether set forth in a Main Contract or presented to Subcontractor.

27. **Background Checks and Substance Testing.** Subcontractor and its lower-tier subcontractors are required to follow all of Owner's and General Contractor's rules and requirements regarding background checks, substance testing and prohibited substances, whether set forth in a Main Contract or presented to Subcontractor.

28. **Prevailing Wage Compliance and Reporting Requirements.** If any Work provided pursuant to this Agreement is covered by or subject to the Davis-Bacon Act (DBA), Service Contract Act (SCA), GSA, DOD, or other law or regulation requiring payment of any prevailing or pre-approved wage rates, then Subcontractor shall comply fully with all such wage and hour as well as other requirements of such laws applicable to the Work and shall timely prepare and file any required reports and/or documents certifying Subcontractor's compliance with any applicable law.

29. **Subcontractor Labor Relations.** 29.1. Required Membership. Subcontractor acknowledges that certain Projects may require that subcontractor and its employees be members of the appropriate labor union in order to gain permissible access to such Project. 29.2 Relations and Compliance. Subcontractor shall comply with any union requirements pursuant to applicable law and/or union award or legislation, and shall not take any actions that would cause any unlawful labor dispute or cessation of work.

30. **Project Updates.** Upon request from 0369 SSS, Subcontractor shall provide 0369 SSS, in a format reasonably acceptable to 0369 SSS, with Project updates, which updates shall contain a summary of all active or assigned Work being performed (or to be performed) by Subcontractor. Such updates shall include (i) active Work with percentage of completion information, (ii) assigned (but not active) Work with anticipated start dates, and (iii) any other comments or status information that 0369 SSS should reasonably know. The frequency of Project updates shall depend on the volume of outstanding Work, but 0369 SSS shall have the right to request such reports on a weekly basis.

31. **Intellectual Property.** 31.1 Disclosure. Subcontractor shall promptly disclose in writing to 0369 SSS all Intellectual Property. TO THE EXTENT PERMISSIBLE BY LAW, IF SUBCONTRACTOR PROVIDES DELIVERABLES TO 0369 SSS SPECIFICATIONS, SAID DELIVERABLES SHALL BE DEEMED "WORKS MADE FOR HIRE" FOR 0369 SSS. OWNERSHIP AND TITLE TO ALL SAID WORKS MADE FOR HIRE SHALL VEST IN 0369 SSS UPON COMPLETION OF WORK. SUBCONTRACTOR SHALL NOT SELL SAID WORKS FOR HIRE TO ANY OTHER THIRD PARTY. In addition, Subcontractor, on behalf of itself and Subcontractor Personnel, hereby irrevocably assigns to 0369 SSS all right, title and interest to all Intellectual Property, and agrees to do all things reasonably necessary to enable 0369 SSS to secure United States and non-United States patents,

copyrights and other rights relating to Intellectual Property, including the execution of a specific assignment of title of any Intellectual Property to 0369 SSS. Subcontractor, on behalf of itself and Subcontractor Personnel, hereby irrevocably waives all “moral rights,” all rights under the Visual Artists Rights Act, all rights of privacy and publicity, and the like, in all materials provided to 0369 SSS. 31.2 Grant. In addition to the rights in Intellectual Property set forth in Section 31.2, Subcontractor, on behalf of itself and Subcontractor Personnel, hereby grants to 0369 SSS worldwide, non-exclusive, perpetual, fully-paid, irrevocable, transferable licenses (with rights to grant sublicenses to make, copy, distribute, display, perform, adapt and use, in any and all media), in any information other than Intellectual Property provided to 0369 SSS under this Agreement. 31.3 Warranty. Subcontractor hereby represents and warrants to 0369 SSS that all materials, devices and other information used by Subcontractor in performing any Work are lawfully and properly used by Subcontractor. Subcontractor shall hold 0369 SSS harmless from and against all damages, liabilities and costs in connection with any claim that the exercise of any right(s) assigned/granted under this provision, infringes or violates any patent, copyright, trade secret or other intellectual property right or other right worldwide, provided that 0369 SSS: (i) gives Subcontractor notice of such claim, (ii) permits Subcontractor to defend or reasonably settle same, and (iii) gives Subcontractor all reasonable assistance to enable Subcontractor to do so. 31.4 Breach. Subcontractor shall contractually bind Subcontractor Personnel in the performance of Work hereunder to obligations substantially the same as those established under this provision, and, in the event of a breach of these obligations by such Subcontractor Personnel, Subcontractor shall enforce such contractual provisions and, upon the written request of 0369 SSS, permit 0369 SSS to enforce such contractual provisions in Subcontractor’s name. 20

32. Miscellaneous Provisions. 32.1 Integration. This Agreement represents the final understanding of the Parties, and 0369 SSS assumes no responsibility for any different understanding, or any representations made by any of its officers, agents, or others prior to the execution of the Agreement unless expressly stated herein. 32.2 Severability. If any provision of this Agreement, or any part hereof, shall at any time be held to be invalid, in whole or in part, under any applicable federal or state law, ruling or regulation, then such provision shall remain in effect only to the extent permitted, and the remaining provisions hereof shall continue in full force and effect. 32.3 Signatures and Counterparts. This Agreement may be signed manually, electronically, digitally, via finger or stylus input, or any combination thereof. This Agreement may be signed in counterparts, and the counterpart signature pages may be combined to have the same effect as if no counterparts were used. 32.4 No Waiver. No modifications to, or waiver of any rights under this Agreement shall be valid or binding on the Parties unless the same be in writing. Failure of either Party to insist upon strict performance of any term or condition of this Agreement, or to exercise any option herein conferred on one or more instances, shall not be construed to be a waiver of such performance or option, or of any other covenants or agreements, on subsequent occasions, but the same shall be and remain in full force and effect. 32.5 Amendments. This Agreement may only be modified by a written amendment, signed by both Parties in accordance with the provisions of **Section 33.3**. 32.6 Assignment. Subcontractor may not assign, subcontract, or otherwise transfer this Agreement, or any rights, duties or any interest herein, without the prior written consent of 0369 SSS (which consent may be withheld or delayed in 0369 SSS’s sole discretion), and any purported assignment or transfer without such consent shall be null and void. 0369 SSS may freely assign this Agreement to any third party without notice to or consent of Subcontractor. 32.7 Placing Alarm System on Test. Prior to the commencing any Work, Subcontractor is responsible for receiving permission from 0369 SSS and the Owner prior to placing any alarm system in a test mode.

Any cost incurred as a result of a false alarm shall be the responsibility of the Subcontractor. 32.8 Opportunity to Seek Counsel; Negotiated Agreement. Subcontractor acknowledges that Subcontractor has had an opportunity to consult with an attorney prior to executing this Agreement. Further, the Subcontractor acknowledges that this Agreement was fully negotiated and agrees that such Agreement shall not be interpreted against either Party as the drafter. 32.9 No Publicity, 0369 SSS Name and Logo. Except as required by law, Subcontractor may not issue or release any press release, advertisement, promotional material, announcement or other statement relating to this Agreement or the terms of this Agreement without the prior written consent of 0369 SSS, which consent shall be given or withheld by the exercise of 0369 SSS's sole discretion. The Subcontractor must secure 0369 SSS's prior written approval before any information relating to this Agreement or any Work is released to anyone other than Subcontractor Personnel. Use of the 0369 SSS name as a part of Subcontractor's company name or the 0369 SSS logo in place of Subcontractor's own company insignia is prohibited. 21 IN WITNESS HEREOF, 0369 SSS and Subcontractor have executed this Agreement effective as of the Effective Date. 0369 Security Solutions Services, LLC dba 0369SSS By: Name: Burnett C Sheppard, 16356 W Cielo Grande Ave, Surprise AZ 85387.

Name: Title: CEO/Project Manager & Compliance Title: Rev. 1/19/2021 A-22 EXHIBIT A Contact Information General Notices. This is to be used to update any information, to cancel or terminate this Agreement or for any other notice that does not fall into one of the specific categories below.

Contractor Subcontractor cc _____ B-1 EXHIBIT B Invoicing Instructions Subcontractor invoices must include the following information: • Company Name, as it appears on Subcontractor's IRS form W9, Address and Phone Number • Invoice Date • Invoice Number • Owner and, if applicable, General Contractor Name and Site Address • 0369 SSS Reference Number as provided on an Order or Service Assignment • The invoice must include a detailed description of the Work • For Prevailing Wage Projects, the intent number and any state-required affidavit • If required by 0369 SSS, an Owner or a General Contractor, material, labor and warranty cost breakout • If required by 0369 SSS, an Owner or a General Contractor, certified payroll Additional Instructions for Work: Except for Progress Billings, do not send an invoice until the Work is complete. Invoices must be received within 15 days after the completion of the Work or the end of the applicable Progress Billing period. The invoice dollar amount must match the Order amount. The invoice shall only reference a single Contract Number. _____

Invoicing Order Work: • Email the invoice to the Project Manager within 15 days of completing the Work. • This 0369 SSS Project Manager will also be the contact for any questions regarding the status of submitted invoices.

_____ Invoicing Service Work: • Email the invoice to the 0369 SSS person that requested the Work within 15 days of completing the Work. • This 0369 SSS person will also be the contact for any questions regarding the status of submitted invoices. C-1 EXHIBIT C Insurance Requirements Required Minimum Limits Commercial General Liability insurance providing bodily injury liability and property damage liability with combined single limits of not less than \$1,000,000 per occurrence limits, \$2,000,000 general aggregate limits, and Products/Completed Operations limits of \$2,000,000 written on an occurrence form. In order to be able to work on Projects for the installation, service or maintenance of sprinklers (fire suppression), the minimum limits are combined single limits of not less than \$5,000,000 per occurrence limits, \$5,000,000 general aggregate limits, and Products/Completed Operations limits of \$5,000,000

written on an occurrence form. Subcontractor may utilize Excess or Umbrella Liability coverage to meet these limits. Comprehensive Automobile Bodily Injury and Property Damage Liability with the combined single limit of not less than \$500,000.00 per accident. In order to be able to work on Projects for the installation, service or maintenance of sprinklers (fire suppression), the minimum limits are combined single limits of not less than \$1,000,000.00 per accident. Coverage shall include either "any auto" or owned, non owned and hired auto coverage. When applicable, Worker's Compensation insurance including Employers Liability as may be required by the state or states in which the Work is being performed with a limit not less than \$500,000.00. In order to be able to work on Projects for the installation, service or maintenance of sprinklers (fire suppression), when applicable, Worker's Compensation insurance including Employers Liability as may be required by the state or states in which the Work is being performed with a limit not less than \$1,000,000.000. Where applicable, this insurance shall also include United States Longshoremen and Harbor Worker's Act coverage and/or James Act coverage as may be applicable. Subcontractor's Equipment insurance providing coverage for physical damage to Subcontractor's owned, leased, rented or borrowed equipment used on the job site, including rental charges. If required by the Main Contract and/or if Subcontractor's Work includes any professional services, Professional Liability insurance with minimum limits of \$1,000,000 per occurrence. Required Endorsements 1. Additional Insured. Endorsement stating that the Additional Insureds are in fact additional insureds under the policy with respect to Subcontractor's Commercial General Liability and Comprehensive Automobile Liability policies. 2. Waiver of Subrogation. Endorsement containing a waiver of all rights of subrogation (Worker's Compensation/Employers Liability) against the Additional Insureds. 3. Lapse/Non-Renewal. The Certificate of Insurance shall contain a notice of lapse/non-renewal stating that coverage will not be cancelled, terminated, non-renewed, or otherwise modified until at least thirty (30) days prior written notice has been given to 0369 SSS.