



MASTER SUBCONTRACTOR AGREEMENT

THIS MASTER SUBCONTRACTOR AGREEMENT (THE "**AGREEMENT**") GOVERNS THE SERVICES (AS DEFINED BELOW) AND INSTALLATIONS (AS DEFINED BELOW) TO BE PROVIDED BY THE COMPANY EXECUTING THIS AGREEMENT BELOW ("**CONTRACTOR**") TO NEVANTIN SERVICES, LLC, OR ANY OTHER NEVANTIN AFFILIATE THAT EXECUTES THIS AGREEMENT BELOW (SUCH COMPANY IS HEREINAFTER REFERRED TO AS "**NEVANTIN**") PURSUANT TO A PURCHASE ORDER ISSUED BY NEVANTIN TO CONTRACTOR. BY ACCEPTING A PURCHASE ORDER FROM NEVANTIN AND/OR PROVIDING ANY SERVICES FOR NEVANTIN, CONTRACTOR IS ACCEPTING AND AGREEING TO THIS AGREEMENT ALONG WITH THE TERMS OF ANY PURCHASE ORDER ISSUED BY NEVANTIN, WHICH PURCHASE ORDER SHALL BE SUBJECT TO THIS AGREEMENT. THIS AGREEMENT AND EACH PURCHASE ORDER ISSUED BY NEVANTIN TO CONTRACTOR TOGETHER FORM A BINDING WRITTEN AGREEMENT BETWEEN NEVANTIN AND CONTRACTOR. THIS AGREEMENT IS EFFECTIVE AS OF THE EARLIER OF THE DATE OF THE LAST SIGNATURE ON THE SIGNATURE PAGE AND THE DATE CONTRACTOR FIRST ACCEPTS A PURCHASE ORDER OR PROVIDES ANY SERVICES (THE "**EFFECTIVE DATE**"). EACH PURCHASE ORDER ISSUED BY NEVANTIN SHALL BE EFFECTIVE AS OF THE EFFECTIVE DATE SPECIFIED IN THE PURCHASE ORDER OR, IF NO EFFECTIVE DATE IS SPECIFIED, THE DATE NEVANTIN ISSUES THE PURCHASE ORDER. NEVANTIN AND CONTRACTOR MAY BE REFERRED TO INDIVIDUALLY AS A "**PARTY**" AND, COLLECTIVELY, AS THE "**PARTIES**".

RECITALS

A. NEVANTIN desires to retain the services of Contractor to provide, and Contractor desires to perform, in accordance with the terms and conditions of this Agreement, certain work related to installing, maintaining, upgrading, modifying, and/or augmenting fiber optic and/or wireless telecommunications systems and solutions as well as related equipment and/or providing design and engineering services (each task separately and collectively referred to as the "**Services**") that NEVANTIN and any NEVANTIN Affiliate provides, either directly or as a subcontractor, for telecommunications systems operators ("**Operators**"), service providers, property owners or property managers, and/or any other entity that purchases Services from NEVANTIN (each, a "**customer**").

B. For purposes of this Agreement, "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

NOW, THEREFORE the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. The Work.

(a) Scope of Services. The Services will generally include, without limitation, building, installing, repairing, maintaining, upgrading, modifying, and/or augmenting telecommunications infrastructure systems for customers including, without limitation, the installation, testing, and activation of related network equipment and components as well as the repair or replacement of any defective equipment or materials and/or the provision of design and engineering services. A standard installation ("**Installation**") generally includes, without limitation, all aspects of installing fiber optic and/or wireless telecommunications systems in accordance with enumerated specifications as well as properly installing and testing related equipment, proper disposal and/or removal of all packaging, tools, and related items, and cleaning up the worksite. The Agreement or any purchase order issued pursuant to this Agreement shall not serve as a commitment by NEVANTIN to award any amount of work to Contractor. Any commitment shall be only as set forth in purchase orders issued pursuant to this Agreement and shall be restricted to the project described in the applicable purchase order. The Services and Installations may be performed for NEVANTIN and/or any of its designated Affiliates.

(b) Purchase Orders and Schedules. Contractor shall provide Services in accordance with the terms and conditions of this Agreement and each purchase order. NEVANTIN shall provide a schedule and identify the location of all Installations and provide any relevant plans, drawings, and specifications in NEVANTIN's possession. NEVANTIN makes no representations or warranties regarding the accuracy or completeness of any plans, drawings, specifications, or other instruments prepared by third parties other than NEVANTIN. The schedule will be included in or accompany a purchase order. Each purchase order, taken together with the terms and conditions of this Agreement, shall constitute a separate agreement between the Parties and shall be considered independent of any other agreement or purchase order between the Parties that is governed by the terms and conditions of the Agreement. NEVANTIN will secure any necessary customer authorizations for the Services and will coordinate the scheduling of the Services with the customer, as necessary.

(c) Subcontractor Status; Flow-Down. Notwithstanding anything to the contrary in this Agreement, Contractor acknowledges and agrees that, notwithstanding its designation in this Agreement as "Contractor", Contractor is a subcontractor of NEVANTIN and NEVANTIN is the contractor to the customer. Contractor acknowledges it is a subcontractor under the contract between NEVANTIN and its customer (the "**customer contract**"). Contractor shall comply with any subcontractor "flow-down" requirements from the customer contract including, without limitation, any and all insurance, bond, and payment requirements even if such requirements supplement and/or are in addition to any requirements set forth in this Agreement. Further, Contractor shall comply with those terms of the customer contract which are applicable to the services being provided by Contractor in its capacity as a subcontractor under the customer contract. NEVANTIN shall have the right to engage in reasonable supervision of Contractor's work including, but not limited to, obtaining updates of Contractor's progress on various tasks and conducting site visits to observe Contractor's processes

and progress on work under any purchase order.

(d) NEVANTIN Vehicles, Tools, and Equipment. If NEVANTIN, in its sole discretion and without any obligation to do so, allows Contractor to use and/or rent any of NEVANTIN's vehicles (e.g., bucket truck, splice van), tools, and/or equipment (e.g., scaffold, ladder, mini-excavator), any such vehicles, tools, and/or equipment are supplied to Contractor "AS-IS" with no warranties whatsoever. NEVANTIN EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. It is Contractor's responsibility to inspect all borrowed and/or rented vehicles, tools, and/or equipment to ensure that they are safe and fit for their intended purposes. Contractor, at its expense, shall protect, defend, indemnify, and hold NEVANTIN, its employees, officers, directors, Affiliates, customers, agents, and contractors (except Contractor and its subcontractors) (hereinafter collectively referred to as the "**NEVANTIN Indemnified Parties**"), harmless from and against any claim, demand, damage (including, without limitation, any property damage), personal injury, death, and/or liability that results from or relates to Contractor's use and/or rental of any NEVANTIN vehicle, tool, and/or equipment including, without limitation, any claim, demand, and/or liability arising from or related to any defect or other failure of any vehicle, tool, and/or equipment, the inadequacy of any vehicle, tool, or equipment for a particular task, the failure to maintain and/or properly use any vehicle, tool, and/or equipment, and/or any act, error, omission, or negligence of Contractor, its employee, agent, or subcontractor.

(e) Materials. All material to be used in performance and provision of the services described in any purchase order will be provided to Contractor either directly by NEVANTIN, the Operator, or NEVANTIN's customer. The material will be available at the warehouse area, construction yard, or customer site. The material will be inventoried in a secure area and Contractor shall be responsible for any and all material it removes from the area. If and when necessary to complete the scope of work, Contractor will be reimbursed by NEVANTIN for any reasonable and necessary out-of-pocket expenses, including travel and labor, reasonably incurred by Contractor if material is missing at the job site.

(f) Performance Under Purchase Orders. All Services shall be provided by Contractor in accordance with the terms and conditions of this Agreement and as set forth in each individual purchase order provided by NEVANTIN to Contractor from time to time.

(g) Project Managers and Status Reports. Contractor will designate a suitably qualified project manager who will represent Contractor and be responsible for assigning, scheduling, and supervising Contractor personnel and subcontractors for provision of all Services. While this Agreement or any purchase order is in effect, Contractor's project manager will provide NEVANTIN's designated project manager with status reports at intervals and with such information as NEVANTIN may request from time to time. Contractor must be available during its regular business hours to confer with a representative of NEVANTIN regarding the performance of work and provision of

any services under this Agreement and any purchase order. NEVANTIN, in its discretion, has the right to inspect the provision of any services provided by Contractor and either accept or reject any such services based on compliance with NEVANTIN's or an Operator's construction specifications and the applicable purchase order.

2. Contractor Obligations.

(a) Performance Standards. Contractor represents and warrants that: (i) it and all of its personnel and authorized subcontractors have the necessary and requisite skills, training, certifications, professional licenses and permits, experience, and expertise for the performance and provision of the Services, and agrees to complete the Services and all Installations in a professional, safe, proper, efficient, timely, and workmanlike manner in accordance with applicable industry standards, codes, and regulations; (ii) Contractor, its employees, agents, vendors, and contractors shall at all times comply with the Subcontractor Safety Management Plan set forth in Exhibit A; (iii) Contractor is aware of the risks inherent in performing the Services and any Installation and expressly assumes the risk of loss or injury that may result from the provision of any Services; (iv) Contractor shall, at its sole cost and expense, obtain, maintain, and furnish all licenses, permits, and certificates (collectively, "**Licenses**") required by any applicable law in connection with Contractor's provision of any Services and/or as may be necessary to perform Installations and complete the Services in a professional, safe, proper, efficient, timely, and workmanlike manner; (v) Contractor's performance under this Agreement and any purchase order will not violate any other employment, services, confidentiality, consulting, or other agreement to which Contractor is a party or by which it may be bound; and (vi) Contractor shall erect and maintain, as required by existing conditions and progress of any work, all reasonable safeguards for safety and protection, including posting warning signs. Contractor shall also provide competent and experienced supervisory personnel who will be authorized to act on behalf of Contractor and who shall be present at the customer site at any time any Services are being provided.

(b) Warranty. Contractor represents and warrants that Contractor: (i) shall perform, and shall cause and be solely responsible for the performance of its subcontractors to perform, the Services and Installations in a professional and workmanlike manner, free from defects, and Contractor shall promptly notify NEVANTIN upon learning of any material defect, misstatement, or omission in rendering any Services; (ii) will strictly comply with all laws, regulations, and industry norms including, without limitation, all laws and regulations pertaining to bribery, corruption, and prohibited business practices; (iii) has neither directly nor indirectly offered nor given, and will not directly or indirectly offer or give, any employee, agent, or representative of NEVANTIN or any other person or entity any gratuity (in the form of entertainment, gift, cash, promise, or any other item of value or consideration of any kind) as an inducement or reward with a view toward securing any business or revenue from NEVANTIN or any other person or entity with respect to the transaction of any business; and (iv) has not engaged in any unethical or unlawful practice to induce anyone to influence any decision in its favor with respect to any actual or potential business transaction. Contractor

further represents, warrants, and guarantees all Services and Installations covered by this Agreement and any purchase order and agrees to promptly remedy, at its own expense, any defective and/or non-conforming Services and/or Installation which may occur or develop prior to the expiration of twelve (12) months after acceptance of any Services or Installation by NEVANTIN.

(c) Compliance. Contractor, its employees, agents, and subcontractors shall at all times perform the Services and all Installations in strict conformity and compliance with all applicable municipal, city, county, state, federal, and other governmental building, construction, and electrical codes and all other applicable ordinances, laws, statutes, regulations, and governmental requirements including, without limitation, those of the Occupational Safety and Health Administration (OSHA) of the Department of Labor. Contractor, its employees, agents, and subcontractors shall also comply with all equal employment opportunity and affirmative action requirements of federal, state, and local authorities. If Contractor fails to meet any of its safety and/or compliance obligations or receives a score of less than 90 points in the Evaluation Rating and Acceptance score as set forth in Exhibit A (Subcontractor Safety Management Plan), NEVANTIN, in its sole discretion and in addition to any other right or remedy it has under this Agreement, has the right to delay its payment obligation as set forth in the subparagraph captioned Invoices below by up to an additional fifteen (15) days.

(d) Rule Compliance. Contractor shall ensure that all of Contractor's employees, agents, subcontractors, and other persons furnished by Contractor: (i) comply with all building rules, regulations, and security procedures at the customer location; and (ii) cooperate and work in harmony and collaboration with all others working on the property at each customer location. Contractor shall also be responsible for: (iii) taking all safeguards necessary for fire prevention and avoidance of any hazardous condition; and (iv) preparing and collecting on a daily basis and promptly submitting to NEVANTIN the NEVANTIN Safety Observation Tour (SOT) forms (i.e., crew rollup checklist). Additionally, if Contractor consistently fails to submit the daily production reports ("**Dailies**") within twenty-four (24) hours of completing the work for that day, NEVANTIN, in its sole discretion and in addition to any other right or remedy it has under this Agreement, has the right to change the payment terms as set forth in the subparagraph captioned Invoices below and delay payment until Contractor consistently submits the Dailies in a timely manner.

(e) Clean Up, Rework, and Chargeback. On a daily basis, Contractor shall maintain clean working conditions and promptly remove all refuse and debris resulting from the provision of any Services and any Installation, so as to maintain the job site in a safe, clean, and orderly manner, and free of all unnecessary tools, equipment, materials, and supplies, all to the satisfaction of NEVANTIN and its customer. Contractor shall not bring any toxic or hazardous materials onto any premises of any NEVANTIN customer without the written permission of NEVANTIN, and Contractor shall be responsible for removing any such toxic and hazardous materials in accordance with all applicable laws and any additional requirements of NEVANTIN. For instances where the Contractor performs work unacceptable to the customer or NEVANTIN, and NEVANTIN determines

in its sole discretion that the work will not be remedied by the Contractor, NEVANTIN shall charge back such Contractor based on the following rates (the "**Chargebacks**"):

(i) Underground Work — Foreman \$300/hr; Laborers \$216/hr; 4-Person Crew Minimum \$948/hr; Per Truck \$132/hr; Special Equipment \$180+/hr.

(ii) Aerial Work — Foreman \$300/hr; Groundman \$180/hr; 3-Person Crew Minimum \$660/hr.

(iii) Splicing — Traffic Control \$246/hr; Troubleshooting/Fixing \$354/hr; Location Hangs \$300/location.

(iv) Markup — Material at cost plus 36%; Damage Claims at cost plus 36%.

Chargebacks shall be deducted from either open invoices or retainage, at NEVANTIN's sole discretion. Should Contractor be directed by NEVANTIN to perform rework directly, such rework must be started within forty-eight (48) hours of notification from NEVANTIN.

(f) Equipment. Contractor shall be responsible for performing the Services at the designated customer location and in accordance with the applicable plans, drawings, and/or specifications and shall provide all tools and equipment necessary for the performance of the Services and any Installation.

(g) Non-Compete. Contractor agrees and acknowledges that NEVANTIN's business relationships with its customers, vendors, employees, contractors, and other entities are valuable and confidential business assets, and that unauthorized use and/or disclosure of NEVANTIN Confidential Information (as defined below) in competition with NEVANTIN, and interference with NEVANTIN's business relationships, would be extremely difficult to detect or prove. Therefore, subject to applicable law and in consideration of NEVANTIN granting Contractor access to NEVANTIN Confidential Information, customers, vendors, employees, contractors, and other business partners, Contractor agrees that, while any purchase order is in effect and for a period of six (6) months after the termination or expiration of the last purchase order under which Contractor performed any Services (the "**Restricted Period**"), Contractor shall not, either directly, indirectly, or through others, solicit any job from, submit a bid to, or provide any services to any Operator or NEVANTIN customer identified in any purchase order, with respect to (i) any job or project covered by any purchase order, or (ii) any other work of the same type as the Services for that Operator or customer. The geographic scope of this restriction is limited to the customer sites and project territories identified in the purchase orders and the state(s) in which those sites and territories are located. During the Restricted Period, Contractor shall not, directly or indirectly, use and/or disclose any of the information, data, or trade secrets provided to it by NEVANTIN (or any Operator or NEVANTIN customer) in competition with NEVANTIN relating to any project covered by any purchase order. Nothing in this subparagraph restricts Contractor from providing services to, soliciting, or bidding on work for any Operator, customer, or project not identified in a purchase order between the Parties. The Parties have attempted to limit Contractor's restrictions to the extent reasonably necessary to

protect NEVANTIN from unfair competition, and agree that the restrictions in this subparagraph are ancillary to the otherwise enforceable agreements contained in this Agreement, including without limitation NEVANTIN's promise to provide Contractor access to NEVANTIN Confidential Information and Contractor's promise to protect it. In the event any of the protections to NEVANTIN under this subparagraph are found by any court or arbitrator of competent jurisdiction to exceed the protections permitted by applicable law as to time, geographic area, or scope of activity, the Parties agree that, rather than finding such provisions unenforceable as a whole, the court or arbitrator shall reform such restrictions to provide for the maximum protections to NEVANTIN permitted by applicable law and enforce them as reformed, in accordance with Tex. Bus. & Com. Code § 15.51(c).

(h) Contractor's Personnel. Contractor will (if requested by NEVANTIN at any time before or during the performance of any Services or Installation) furnish information substantiating the qualifications of any individual who Contractor intends to assign, or has assigned, to perform any Services or Installation. NEVANTIN will be entitled to review such information in order to confirm the qualifications. Contractor shall assign its employees or subcontractors in a manner that minimizes disruptions caused by the need for reassignment or reorientation of Contractor personnel. Contractor will ensure that its employees and subcontractors will not hold themselves out as employees or agents of NEVANTIN, nor seek to be treated as employees of NEVANTIN for any purpose, including claims of entitlement to fringe benefits provided by NEVANTIN, or for disability income, social security taxes, or any employee benefits, worker's compensation claims, federal unemployment compensation taxes, state unemployment insurance benefits, or federal income tax withholding. Contractor shall pay all applicable employment and related taxes for its employees assigned to perform any Services in a manner consistent with its status as an independent contractor of NEVANTIN, and Contractor shall make all required payments and deposits of taxes in a timely manner.

(i) Background Checks. To the extent permitted by applicable law, Contractor will: (i) obtain from all Contractor personnel and subcontractors photographic proof of identity from an official government source (including but not limited to documentation such as a valid driver's license or government-issued passport) and retain copies thereof; (ii) ensure that, prior to any Contractor personnel or subcontractor being assigned to perform Services under this Agreement and any purchase order, Contractor conducts a criminal background check covering the jurisdictions (including but not limited to all counties or states (whichever is more comprehensive), countries (including a federal check in the United States), and provinces) in which the person was employed or resided for the past seven years (or longer as required by any customer contract); and (iii) not assign any Contractor personnel or subcontractor whose background checks show any of the following: (a) felony or misdemeanor convictions involving dishonesty (e.g., bribery, fraud, embezzlement, theft) or violence (including but not limited to sexual or child abuse crimes); (b) the existence of any restriction (such as court orders) that would prevent, or impose limitations on, a person's ability to provide the Services contemplated by this

Agreement and any purchase order; or (c) that a person presents a security risk to any customer. Upon NEVANTIN's request and subject to applicable law, Contractor will provide documentation to NEVANTIN to verify its compliance with this subparagraph. To the extent permitted by applicable law, Contractor shall conduct new background checks on individuals assigned to perform Services under this Agreement or any purchase order every three (3) years. Nothing in this subparagraph limits NEVANTIN's ability to remove any Contractor personnel or subcontractor from any assignment at NEVANTIN's discretion.

(j) Replacement of Contractor Personnel. Subject to applicable law, Contractor will replace any individual assigned by Contractor to perform any Services and/or Installation and bar such individual from performing any Services and Installation for NEVANTIN if NEVANTIN notifies Contractor that the individual: (i) is not compatible with NEVANTIN employees or any customer; (ii) has failed to comply with any applicable law, ordinance, regulation, code, or with NEVANTIN's security or workplace policies or procedures (whether or not specified herein); (iii) has failed (in NEVANTIN's sole determination) to perform assignments in a timely, professional, and competent manner; or (iv) is unacceptable to NEVANTIN or any NEVANTIN customer for any other lawful reason. Contractor further agrees to promptly replace any individual assigned to perform any Services and/or Installation and to bar such individual from performing any Services and/or Installation for NEVANTIN immediately upon Contractor's determination that the individual is unable or unwilling to perform the Services and/or Installation in a timely and professional manner and in accordance with the terms of this Agreement. If Contractor removes an individual from performing any Services and/or Installation either at the request of NEVANTIN for cause or for Contractor's own purposes, then Contractor will (at its expense) provide the training and orientation required to enable the replacement employee or contractor to perform the Services and/or Installation as required.

(k) Use of Subcontractors. Contractor shall not subcontract any part of the Services or any Installation without the prior written notification to and written consent of NEVANTIN. All services provided and/or performed by a lower-tier subcontractor shall be deemed work performed by Contractor. To the extent Contractor uses any subcontractor approved by NEVANTIN to perform or provide any services, Contractor will be and remain fully responsible for all acts, errors, omissions, and negligence of its subcontractors, and Contractor shall require all of its subcontractors to subscribe to and maintain in effect the scope of insurance coverage as required under the Paragraph captioned Insurance below. Nothing in this Agreement shall be construed to create any contractual relationship between NEVANTIN and any subcontractor of Contractor, nor any obligation on the part of NEVANTIN to pay or to ensure the payment of any money due any subcontractor.

(l) Disqualification. Subject to applicable law, NEVANTIN, in its absolute discretion, may refuse, with no penalties or other charges, to utilize the services of any Contractor employee or subcontractor if NEVANTIN reasonably believes that such employee or subcontractor is incapable of safely performing the Services and/or

Installation with efficiency, accuracy, professionalism, and in a timely manner, or if any such employee or subcontractor is arrested, receives a customer complaint, is tardy for work, refuses to work requested hours, or for any other reason that could impact NEVANTIN's reputation or customer relationship.

(m) Time is of the Essence. Time is of the essence in the execution and performance of the Services and Installations and Contractor's obligations hereunder. No extension of performance time for any Services will be accepted without the prior written consent of NEVANTIN. If there is a dispute between Contractor and NEVANTIN, Contractor shall continue to provide the Services in accordance with this Agreement and the applicable purchase order and maintain the work schedule during any pending dispute. As to the particular matter in dispute, Contractor shall comply with NEVANTIN's directives pending the resolution of the dispute by arbitration or otherwise. Upon the resolution of the dispute, the Party in whose favor the dispute is resolved shall be compensated in an appropriate manner.

(n) Non-Solicitation. While Contractor is providing any type of services to NEVANTIN under this Agreement and/or any purchase order and for a period of six (6) months after the date that Contractor is no longer providing any type of services to NEVANTIN under any purchase order, Contractor, and each of its officers, directors, employees, agents, and contractors, shall not, directly, indirectly, or through any other person, firm, corporation, or other business, organization, or entity: (i) solicit or attempt to solicit any employee or other contractor of NEVANTIN to end his, her, and/or its relationship with NEVANTIN or to perform any work or provide any services in any capacity for any person or entity other than NEVANTIN; (ii) hire or attempt to hire, employ, or associate in business with any person employed by NEVANTIN or who has left the employment of NEVANTIN within the preceding six (6) months or discuss any potential employment or business association with such person; (iii) solicit, induce, or attempt to induce any customer, potential customer, consultant, and/or other contractor of NEVANTIN that is identified in any purchase order or with whom Contractor had direct contact in the course of performing any Services, to terminate, diminish, or materially alter its existing or potential business relationship with NEVANTIN in any manner; and/or (iv) interfere with any contractual business relationship between NEVANTIN and any of its customers, vendors, other contractors, or employees and, upon NEVANTIN's request, shall certify in writing to NEVANTIN that it is in such compliance.

(o) Additional Representations and Warranties. Contractor further represents and warrants the following:

(i) Authority and Non-Infringement. Contractor has all rights and authority required to enter into this Agreement and perform the Services and Installations free from all liens, claims, encumbrances, security interests, charges, and other restrictions. Subject to the terms of this Agreement, NEVANTIN and its Affiliates will be entitled to use and enjoy the benefit of all Services and Installations provided by Contractor without adverse interruption or disturbance by Contractor or by any person

or entity asserting a claim under or through Contractor. Contractor further represents and warrants that the Services performed and all materials of whatsoever nature furnished under this Agreement, and the use thereof by NEVANTIN or its customers, will not infringe (whether directly, contributorily, by inducement, or otherwise), misappropriate, or violate the intellectual property right or trade secret of any third party, or violate the laws, regulations, or orders of any governmental or judicial authority.

(ii) Personal Dealings. No officer, director, or employee of NEVANTIN or any of their immediate family members has, directly or indirectly, received or will receive anything of value of any kind from Contractor or any of its personnel, agents, or subcontractors in connection with this Agreement or any purchase order. Contractor further represents and warrants that Contractor has not and shall not make (or offer to make) any payments to, or confer (or offer to confer) any benefit upon, any NEVANTIN employee, agent, or fiduciary or any third party, with the intent to influence the conduct of such NEVANTIN employee, agent, or fiduciary in any manner relating to the subject of this Agreement or any purchase order.

(iii) Authority to Perform. Contractor has full authority and sufficient rights to perform all of its obligations under this Agreement and any purchase order.

(iv) No Conflicting Agreements. Contractor's execution of this Agreement and acceptance of any purchase order and the provision of the Services and Installations and related services does not and will not breach any other agreement or obligation to which Contractor is or was a party.

(v) No Restrictions. Contractor is under no obligation or restriction, nor will it assume any such obligation or restriction, that does or will prevent its performance or the provision of the Services and/or Installations under this Agreement and any purchase order.

3. Term & Payment.

(a) Price. For Contractor's satisfactory provision of the Services in accordance with this Agreement and each purchase order, NEVANTIN agrees to pay the rates and fees set forth in a purchase order issued by NEVANTIN. Contractor agrees to accept such amounts as full payment for the provision of Services and to promptly sign such waivers of lien, affidavits, and receipts as NEVANTIN shall request in order to acknowledge full progress and final payments (which may require such instruments to be executed by Contractor in recordable form). Contractor shall be solely responsible for any tolls, per diem, travel expenses, overtime pay, insurance, and other fees which may be required or necessary to perform the Services and/or any Installation. The fees set forth in each purchase order include, without limitation, Contractor's profit and overhead, all applicable sales, use, and other taxes payable, and all other costs of providing the Services and any Installation, it being understood that such fees represent the guaranteed maximum cost to NEVANTIN. Contractor agrees to accept such amounts as full payment for its provision of all services as described in the applicable purchase order and such payment shall constitute a release and waiver of any and all claims

whatsoever by Contractor against NEVANTIN with respect to the purchase order related to such payment. Upon NEVANTIN's request, Contractor shall promptly sign any such lien waivers, affidavits, receipts, and/or related documentation in order to acknowledge final and complete payment. Final payment by NEVANTIN shall not release Contractor from the terms of any warranties or commitments contained in this Agreement and/or any purchase order. NEVANTIN reserves the right to make direct payment to Contractor's lower-tier subcontractors and deduct the payment from amounts owed to Contractor, or to make payments jointly to Contractor and its lower-tier subcontractors, as NEVANTIN determines necessary to protect NEVANTIN's rights under this Agreement or to protect any job site from liens. Nothing in this subparagraph will create any obligation on the part of NEVANTIN to make any payment to any lower-tier subcontractor and no payment by NEVANTIN to a lower-tier subcontractor will create any obligation to make any further payment to such lower-tier subcontractor.

(b) Invoices. All invoices for labor performed and materials actually furnished and installed by Contractor will be detailed and timely. Unless specified in a purchase order, NEVANTIN will make a good faith effort to pay any undisputed invoice within thirty (30) days from approval by the NEVANTIN project director of a properly prepared invoice and Contractor's submission of all required documentation, subject however to the retainage provisions in the subparagraph captioned Retainage below. No payment by NEVANTIN shall operate as an approval and/or acceptance of any services provided by Contractor or any part thereof and no payment made by NEVANTIN shall be construed to be an acceptance of any defective or deficient services. NEVANTIN shall pay in a timely manner the undisputed portion of any disputed invoice. No payment to Contractor shall be construed as acceptance of any portion of work performed. Contractor expressly agrees that payment by NEVANTIN's customer to NEVANTIN for any Services performed by Contractor is a condition precedent to any payment by NEVANTIN to Contractor, and NEVANTIN is under no obligation to make partial and final payments to Contractor, until and unless NEVANTIN has been paid by its customer. The Parties acknowledge that this contingent payment provision is subject to Chapter 56 of the Texas Business & Commerce Code where that chapter applies. Upon Contractor's written request, NEVANTIN shall provide to Contractor the information described in Tex. Bus. & Com. Code § 56.054 that NEVANTIN has received from its customer. If NEVANTIN elects to enforce this contingent payment provision as to any unpaid amount, NEVANTIN shall either (i) pursue with reasonable diligence collection of the corresponding amounts from its customer or (ii) offer to assign to Contractor NEVANTIN's cause of action against its customer to the extent of Contractor's unpaid balance. Contractor shall send to NEVANTIN a complete and accurate invoice with respect to any charges for the Services and/or Installation provided to NEVANTIN within thirty (30) days of the date such Services and/or Installation was provided to or performed for NEVANTIN. Contractor agrees and acknowledges that it waives the right to invoice or collect payment from NEVANTIN for any amounts not properly invoiced (including a complete failure to invoice and undercharges) within the thirty (30) day period. NEVANTIN shall have no obligation to accept any invoice until such time as the Contractor has provided all necessary Dailies and as-builts.

(c) Retainage. Unless otherwise agreed in writing by NEVANTIN, NEVANTIN shall withhold retainage of ten percent (10%) from each progress payment and final payment due Contractor, pending Contractor's completion and NEVANTIN's and its customer's acceptance of the work for the applicable project or any phase thereof. The retainage secures the timely and proper performance of the Services, covers any deficiencies, punch list items, or uncompleted Services, and protects against potential lien claims and defective work. NEVANTIN shall release the retainage within thirty (30) days following final completion and acceptance by NEVANTIN of all Services, which requires: (i) receipt of final lien waivers in recordable form from Contractor and all of its subcontractors; (ii) resolution of all punch list items to the satisfaction of NEVANTIN; and (iii) Contractor's delivery to NEVANTIN of all warranties and required deliverables under this Agreement. NEVANTIN may withhold some or all retainage if the Services are defective or incomplete, there remain unresolved disputes, claims, or liens, or Contractor has failed to submit required documentation or to comply with the terms of this Agreement. Retainage withheld does not accrue interest. Contractor shall include similar retainage terms in its agreements with its subcontractors.

(d) Documentation and Liens. NEVANTIN reserves the right to require Contractor to furnish to NEVANTIN from time to time such written evidence as NEVANTIN may reasonably require relating to payment of all of Contractor's subcontractors, workmen, or materialmen or further contractors or persons who may be entitled to place a mechanic's lien upon any portion of the Services and/or any Installation provided by Contractor to NEVANTIN. Contractor acknowledges that neither it, nor any of Contractor's subcontractors, workmen, or materialmen, shall obtain any ownership interest in any Services or deliverable, including any materials or equipment supplied by NEVANTIN, by reason of the performance of any part of this Agreement and/or any purchase order. To the extent permitted by law, Contractor agrees not to claim any ownership interest in or to encumber with any lien any portion of the Services or deliverable, and to promptly cause the cancellation or release of any such claim or encumbrance of any of Contractor's subcontractors, workmen, or materialmen. If any lien or Notice of Intention is filed by anyone furnishing any labor and/or materials to or through Contractor against the property, land, or improvements thereof, of the project or any part thereof, Contractor shall cause such lien to be canceled and discharged of record by bond or otherwise as allowed by law (at the sole cost of Contractor) within three (3) days after the filing. Any such cancellation and discharge shall, in all instances, be done in a manner acceptable to any mortgagee or owner of the project property. Additionally, Contractor shall promptly furnish any other instruments and documents in connection with the canceling and discharging of any such lien or Notice of Intention as may be required by such mortgagee or owner. Contractor, at its expense, shall protect, defend, indemnify, and hold the NEVANTIN Indemnified Parties harmless from and against any claim, demand, lien, and liability that results from or relates to Contractor's failure to pay in a timely, accurate, and complete manner any of Contractor's subcontractors, workmen, and/or materialmen or further contractors or persons and/or failure to make any other payment owed by Contractor.

(e) Holdbacks; Delay Damages. NEVANTIN reserves the right to withhold amounts claimed to be due to Contractor in the event and to the extent that: (i) Contractor is behind schedule; (ii) a bona fide dispute exists between NEVANTIN and Contractor; or (iii) Contractor has failed to pay any of Contractor's subcontractors, workmen, or materialmen or further contractors or persons who performed any portion of the Services and/or Installation. Notwithstanding anything contained herein to the contrary and without any limitation as to time, NEVANTIN shall not be obligated to make any payments to Contractor hereunder if NEVANTIN reasonably deems the financial condition of Contractor to be jeopardizing its ability to complete its obligations hereunder (e.g., any payment owed to a subcontractor) in a timely manner or if Contractor is unable or has failed to satisfy its obligations arising out of or related to the Services and/or Installations performed hereunder. If NEVANTIN chooses to withhold payment, NEVANTIN will make a good faith effort to meet with Contractor within five (5) business days' notice of such action to reasonably attempt to resolve any outstanding issue. Contractor agrees and acknowledges that any delay, disruption, or failure by Contractor to complete any work under any purchase order by the completion date agreed in that purchase order (the "**Completion Date**") will cause NEVANTIN to suffer economic damages which are difficult to accurately assess in advance. Accordingly, Contractor shall pay to NEVANTIN the reasonable sum specified in the individual purchase order as compensation for each calendar day following the agreed-upon Completion Date during which the work and Services described in a purchase order is not completed in a timely manner. Contractor acknowledges that this provision is in no way designed or intended to constitute a penalty or forfeiture.

(f) Acceptance. All Services and Installations are subject to final inspection and acceptance by NEVANTIN or its designee at any time up to thirty (30) days after completion. No payment on account shall operate as an approval and acceptance of any Services and/or Installation provided by Contractor or any part thereof and no payments shall be construed to be an acceptance of defective or deficient services.

(g) Term. The term of this Agreement shall commence on the Effective Date and remain in effect for a period of twelve (12) months from the completion of all purchase orders unless terminated in accordance with the terms of this Agreement.

4. Change Orders. NEVANTIN reserves the right to make changes in Services and/or Installations to be performed hereunder or additions thereto or omissions therefrom upon written order to Contractor, any such changes or additions to be subject to and governed by all of the terms, covenants, and conditions of this Agreement. Any additions or reductions to be made to or from any purchase order resulting from such changes or additions must be agreed upon in writing and signed by both Parties. In an emergency, NEVANTIN may orally request Contractor to provide Services. If such an oral request is made, NEVANTIN shall issue a confirming purchase order or amendment to an existing purchase order within three (3) business days. Back charges against NEVANTIN will not be owed, paid, or credited unless NEVANTIN has authorized Contractor in writing to perform the revised work and/or services.

5. Insurance.

(a) Required Coverage. Unless otherwise set forth in a purchase order, at all times while this Agreement and/or any purchase order is in effect or while Contractor or any of its subcontractors is performing any Services and/or Installation for any NEVANTIN customer, and for a period of six (6) months after the expiration or termination of this Agreement and all purchase orders for any reason, Contractor shall purchase and maintain in effect, and require all of its subcontractors engaged to provide any portion of Contractor's Services and/or Installations to provide and maintain in effect, insurance meeting the requirements set forth in Schedule 1 (Subcontractor Insurance Requirements), attached hereto and incorporated by reference as if fully set forth herein word for word. Schedule 1 is designed to be detached and provided by Contractor to its insurance agent to confirm and maintain compliance. Contractor shall also secure, pay for, and maintain whatever insurance it may deem necessary for protection against loss of owned or rented equipment and tools, including any tools and equipment owned or rented by Contractor; the requirement to secure and maintain such equipment insurance is solely for the benefit of Contractor, and failure of Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate NEVANTIN or any of its employees for any losses of any Contractor-owned or rented equipment.

(b) Certificates of Insurance. Contractor shall furnish to NEVANTIN certificates of insurance ("**COIs**") evidencing the coverage required by Schedule 1 prior to the commencement of any of the services, and is obligated to keep all COIs active. COIs must be provided to NEVANTIN directly from the Contractor's insurance agent. Should a COI expire, NEVANTIN shall withhold any and all payments until such time as NEVANTIN has a valid COI from Contractor. If any work commences prior to Contractor submitting the required COIs to NEVANTIN, such occurrence shall not be construed as a waiver of any part of this Paragraph or of this Agreement. Contractor shall require that all lower-tier subcontractors carry proper and adequate insurance policies meeting the requirements of Schedule 1 and shall require lower-tier subcontractors to execute similar indemnification and waiver provisions prior to the commencement of any work. The requirements set forth in this Paragraph and Schedule 1 as to types, limits, and terms of insurance coverage to be maintained by Contractor will not in any manner limit the liability and/or obligations assumed by Contractor, or that Contractor is responsible for, under this Agreement and any purchase order.

6. Indemnification and Limitation of Liability.

(a) Indemnification. Contractor, at its expense, shall protect, defend, indemnify, and hold harmless all NEVANTIN Indemnified Parties from and against any and all claims, liabilities, suits, losses, allegations, demands, fines, damages, and expenses, including, without limitation, reasonable attorney's fees and costs (collectively referred to as "**Claims**") arising from, caused by, and/or related to: (i) any claim of personal injury (including death) or damage to any real and/or personal property, arising from, caused by, and/or relating to any act, error, omission, or negligence of Contractor, its employee,

agent, and/or subcontractor (whether caused by Contractor or any of its subcontractors, or anyone directly or indirectly engaged by them or anyone for whose acts they may be liable); (ii) any claim arising from, related to, and/or caused by any breach of this Agreement or any purchase order by Contractor, its employee, agent, and/or subcontractor; (iii) Contractor's or any of its employee's, agent's, or subcontractor's failure to comply with any law or regulation applicable to Contractor's performance under this Agreement and any purchase order and/or the provision of any services under this Agreement or any purchase order, and/or the performance of any Services or Installation; (iv) Contractor's relationship with its employees, subcontractors, and/or vendors including, without limitation, the failure of Contractor to make prompt and proper payment to any employee or subcontractor and/or for any materials or equipment; (v) Contractor's loss of and/or damage to any equipment, materials, and/or supplies provided or made accessible by NEVANTIN or any Operator or customer; and/or (vi) any negligence or willful or intentional misconduct of Contractor or any of its employees, agents, or subcontractors. The indemnification obligations under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's subcontractors under any worker's compensation act, disability benefit, and/or other employee benefit. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS AGREEMENT SHALL APPLY EVEN IN THE EVENT OF THE ORDINARY SOLE, COMPARATIVE, OR CONTRIBUTORY NEGLIGENCE OF ANY OF THE NEVANTIN INDEMNIFIED PARTIES.

(b) Indemnification Procedures. If an indemnified party seeks indemnification under this Agreement, the indemnified party will: (i) give prompt written notice to the indemnifying party concerning the existence of the indemnifiable event; (ii) grant authority to the indemnifying party to defend or settle any related action or claim; and (iii) provide, at the indemnifying party's expense, such information, cooperation, and assistance to the indemnifying party as may be reasonably requested and necessary for the indemnifying party to defend or settle the claim or action. An indemnified party's failure to give prompt written notice shall not constitute a waiver of the indemnified party's right to indemnification and shall affect the indemnifying party's indemnification obligations only to the extent that the indemnifying party's rights are materially prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein: (iv) an indemnified party may participate, at its own expense, in any defense and settlement directly or through counsel of its choice; and (v) the indemnifying party will not enter into any settlement agreement on terms that would diminish the rights provided to the indemnified party or increase the obligations assumed by the indemnified party under this Agreement, without the prior written consent of the indemnified party. If the indemnifying party elects not to defend any claim as is required under this Agreement, the indemnified party shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the indemnifying party, and the indemnifying party shall promptly reimburse the indemnified party for any and all costs, expenses, settlement amounts, and all other damages and out-of-pocket expenses (including costs and attorney's fees) incurred by the indemnified party.

(c) Waiver of Consequential Damages. EXCEPT FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, CONTRACTOR'S BREACH OF THE SUBPARAGRAPHS CAPTIONED NON-COMPETE, NON-SOLICITATION, OR NON-INTERFERENCE, ANY VIOLATION OF ANY LAW OR REGULATION BY A PARTY OR ANY OF ITS EMPLOYEES, AGENTS, AND/OR SUBCONTRACTORS, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY OR ANY OF ITS EMPLOYEES, AGENTS, AND/OR SUBCONTRACTORS, AND ANY PERSONAL INJURY, INCLUDING DEATH, AND/OR DAMAGE TO ANY REAL AND/OR PERSONAL PROPERTY CAUSED BY A PARTY OR ANY OF ITS EMPLOYEES, AGENTS, AND/OR SUBCONTRACTORS, IN NO EVENT WILL EITHER PARTY, ITS DIRECTORS, OFFICERS, OR EMPLOYEES, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

(d) Responsibility for Own Acts. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY SHALL BE FULLY RESPONSIBLE AND LIABLE FOR ANY AND ALL PERSONAL INJURY (INCLUDING DEATH) AND/OR ANY DAMAGE TO ANY PERSONAL AND/OR REAL PROPERTY CAUSED BY SUCH PARTY, ITS EMPLOYEE, AGENT, AND/OR SUBCONTRACTOR. FOR AVOIDANCE OF DOUBT, THE REFERENCE TO "SUBCONTRACTOR" IN THIS SUBPARAGRAPH SHALL NOT APPLY TO NEVANTIN WITH RESPECT TO NEVANTIN'S USE OF ANY OF CONTRACTOR'S SERVICES, I.E., NEVANTIN SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACT, ERROR, OMISSION, NEGLIGENCE (WHETHER SOLE, COMPARATIVE OR CONTRIBUTORY, ORDINARY OR GROSS NEGLIGENCE), AND/OR DAMAGES CAUSED BY CONTRACTOR, ITS EMPLOYEE, AGENT, AND/OR SUBCONTRACTOR.

(e) Limitation of NEVANTIN's Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY PURCHASE ORDER, NEVANTIN'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY PURCHASE ORDER, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE AMOUNTS DUE AND PAYABLE TO CONTRACTOR FOR SERVICES PERFORMED AND ACCEPTED UNDER THE PURCHASE ORDER GIVING RISE TO THE CLAIM.

7. Independent Contractor Status. Contractor is and shall always be an independent contractor and no employment, partnership, joint venture, or other relationship with NEVANTIN shall be implied or conferred under this Agreement or any purchase order. Contractor shall pay all worker's compensation, unemployment insurance, social security, federal, state, and local income and sales, use, and occupation taxes and all similar taxes required by law. Contractor shall also pay or cause to be paid for persons employed in connection with the Services and any Installation all contributions, payments, taxes, and deductions for social security, retirement benefits, unemployment insurance, pension or welfare fund payments required by any labor union or by any governmental body, and all withholding taxes related to the wages, salaries, and/or any other form of compensation required to be paid to such persons. Contractor shall comply with all laws and regulations in connection with the foregoing, and shall protect, defend, indemnify, and hold harmless the NEVANTIN Indemnified Parties from

and against any and all loss, liability, and/or expense in connection with any of the foregoing, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW EVEN IN THE EVENT SOME OR ALL OF SUCH LOSS, LIABILITY, AND/OR EXPENSE RESULTS FROM THE ORDINARY SOLE, COMPARATIVE, OR CONTRIBUTORY NEGLIGENCE OF ANY OF THE NEVANTIN INDEMNIFIED PARTIES.

8. Confidential Information.

(a) Contractor's Confidential Information. Contractor's "Confidential Information" means and refers to all materials furnished by Contractor that are expressly identified or conspicuously marked by Contractor as "confidential". If Contractor intends to supply Confidential Information for use by NEVANTIN in connection with performing any Services and/or Installation under any purchase order, then Contractor will provide NEVANTIN with a written summary of such Confidential Information prior to any such disclosure to NEVANTIN.

(b) NEVANTIN's Confidential Information. NEVANTIN's "**Confidential Information**" means and refers to any and all tangible or intangible information and materials, in any form or medium (and without regard to whether the information or materials are owned by NEVANTIN or by a third party), whether furnished or disclosed to Contractor by NEVANTIN or any NEVANTIN Affiliate, or accessed, observed, or otherwise obtained by Contractor, its employee, agent, or subcontractor, from NEVANTIN or a NEVANTIN Affiliate (pursuant to any business hereunder or in contemplation of any potential business hereunder), that satisfies at least one of the following criteria: (i) any information or materials related to NEVANTIN's, a NEVANTIN Affiliate's, or any of its or their respective customers', business, trade secrets, customers (including identities, location, characteristics, and activities), business plans, strategies, forecasts or forecast assumptions, operations, methods of doing business, records, finances, assets, services, and/or technology; (ii) any information or materials designated or identified as confidential by NEVANTIN or any NEVANTIN Affiliate, whether by letter or by an appropriate proprietary stamp or legend, prior to or at the time such information or materials are disclosed or made accessible by NEVANTIN or any NEVANTIN Affiliate to Contractor (for avoidance of doubt, any and all information relating to any Services and/or Installation to be provided to any customer shall be deemed to be NEVANTIN Confidential Information); and (iii) any information disclosed orally or visually, or written or other form of tangible information or materials without an appropriate letter, proprietary stamp, or legend, if it would be apparent to a reasonable person that such information and/or materials are of a confidential or proprietary nature.

(c) Duty of Care and Use Restrictions. The Party receiving Confidential Information (the "**Receiving Party**") of the other Party (the "**Disclosing Party**") shall exercise at least the same degree of care with respect to the Disclosing Party's Confidential Information that the Receiving Party exercises to protect its own Confidential Information and, at a minimum, the Receiving Party shall adopt, maintain, and follow reasonable security practices and procedures that are sufficient to safeguard

the Disclosing Party's Confidential Information from any (i) unauthorized disclosure, access, use, or modification; (ii) misappropriation, theft, destruction, or loss; and/or (iii) inability to account for such Confidential Information. Without limiting the generality of the foregoing, the Receiving Party will only use or reproduce the Disclosing Party's Confidential Information to the extent necessary to enable the Receiving Party to fulfill its obligations under this Agreement and/or any purchase order or, in the case of NEVANTIN, to exercise its rights as contemplated by this Agreement and/or any purchase order. In addition, the Receiving Party will disclose the Disclosing Party's Confidential Information only to those of the Receiving Party's (or in the case of NEVANTIN, also to its Affiliates') personnel and subcontractors who have a "need to know" such Confidential Information and only to the extent necessary in order to fulfill the purposes contemplated by this Agreement and/or any purchase order. Contractor will ensure that each of its employees, subcontractors, and subcontractors' employees who will be performing or providing any Services and/or Installation for NEVANTIN, any NEVANTIN Affiliate, or any NEVANTIN customer shall be bound in writing to uphold the obligations of confidentiality set forth herein.

(d) Removal from Premises. If any of NEVANTIN's Confidential Information must leave NEVANTIN's premises (through the mail, email, or any other communication media) in order for Contractor to perform any Services or Installation hereunder, Contractor will use, and will cause its employees and subcontractors to use, the highest degree of care to safeguard such information from intrusion, tampering, theft, loss, disclosure, unauthorized access, and breaches of confidentiality.

(e) Legends. The Receiving Party shall not remove any copyright or other proprietary notice of confidentiality contained on or included in the Disclosing Party's Confidential Information, and will reproduce any such notice on any reproduction, modification, or translation of the Disclosing Party's Confidential Information.

(f) Notification. If the Receiving Party becomes aware of any threatened or actual violation of the obligations or restrictions agreed to by the Receiving Party with respect to the Disclosing Party's Confidential Information, the Receiving Party shall immediately notify the Disclosing Party in writing and the Receiving Party will, and will assist the Disclosing Party with its efforts to, cure or remedy any such violation. The Receiving Party will be liable to the Disclosing Party for any non-compliance by its agents and subcontractors to the same extent it would be liable for non-compliance by its employees.

(g) Exclusions. The obligations of confidentiality assumed under this Agreement shall not apply to the extent the Receiving Party can demonstrate, by clear and convincing evidence, that such information: (i) is or has become generally publicly available without any breach by the Receiving Party of the provisions of this Agreement or any other applicable agreement between the Parties; (ii) was rightfully in the possession of the Receiving Party, without confidentiality restrictions, prior to the Receiving Party's receipt pursuant to this Agreement; (iii) was rightfully acquired by the Receiving Party from a third party who was entitled to disclose such information, without

confidentiality or proprietary restrictions; (iv) was independently developed by the Receiving Party without using or relying on the Disclosing Party's Confidential Information; or (v) is subject to a written agreement pursuant to which the Disclosing Party authorized the Receiving Party to disclose the Confidential Information.

(h) Legally Required Disclosures. The obligations of confidentiality assumed under this Agreement shall not apply to the extent that the Receiving Party is required to disclose the Disclosing Party's Confidential Information under any applicable law, regulation, or an order from a court, regulatory agency, or other governmental authority having competent jurisdiction. Notwithstanding the foregoing, in the event that Contractor is served with a request from one of the aforementioned authorities, Contractor shall: (i) promptly notify NEVANTIN in writing of the required disclosure in order to provide NEVANTIN an opportunity to file an objection and/or seek a protective order; (ii) provide NEVANTIN with reasonable cooperation in its efforts to resist the disclosure; and (iii) disclose only the portion of NEVANTIN's Confidential Information that is required to be disclosed under such law, regulation, or order.

(i) Protected Disclosures. Nothing in this Agreement limits or prohibits a Party or its personnel from communicating with, filing a charge with, or participating in an investigation or proceeding conducted by any governmental agency or self-regulatory organization regarding a suspected violation of law, and no prior notice to or authorization from the other Party is required for such a communication. Under 18 U.S.C. § 1833(b), an individual is not held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (B) solely for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal and (ii) does not disclose the trade secret except pursuant to court order.

9. Non-Exclusive.

(a) NEVANTIN. NEVANTIN's relationship with Contractor established hereunder is not exclusive. NEVANTIN at its discretion may engage any other contractor, subcontractor, or other party to provide services similar or identical to the Services provided by Contractor pursuant to this Agreement or any purchase order.

(b) Contractor. Contractor's relationship with NEVANTIN established hereunder is not exclusive. Subject to compliance with Contractor's confidentiality, non-compete, non-solicitation, and non-interference obligations under this Agreement, Contractor shall not be precluded from performing services for other parties similar to the Services provided to NEVANTIN pursuant to this Agreement.

10. Miscellaneous.

(a) NEVANTIN Right to Terminate. NEVANTIN may terminate this Agreement and/or any purchase order, without penalty or further liability or obligation, as follows: (i) immediately upon written notice if any statute, rule, regulation, interpretation, judgment, or order of injunction has been enacted, enforced, amended, issued, or deemed applicable to either Party or this Agreement or any of the Services or transactions contemplated by this Agreement, by any governmental authority, that renders illegal or materially inhibits the performance by either Party of its obligations under this Agreement or may endanger the health or safety of any person or the environment, at any time; (ii) immediately upon five (5) days written notice for cause as follows: (A) for any breach of this Agreement if NEVANTIN gives Contractor written notice of any such breach and Contractor fails to completely cure the breach during a five (5) day notice period; (B) based on any allegation that Contractor, or any of its employees, officers, directors, agents, or subcontractors (or any subcontractor employee) has engaged in any illegal, negligent, criminal, or fraudulent conduct, irrespective of whether such conduct is related or unrelated to any Services or Installation performed or to be performed under this Agreement or any purchase order; (C) Contractor's failure to pay any of its subcontractors or employees providing any Services or Installation under this Agreement or any purchase order; or (D) a change in control, liquidation, or insolvency of Contractor; or (iii) for convenience at any time upon five (5) business days prior written notice to Contractor. Upon any such termination by NEVANTIN, Contractor shall not be entitled to any further payments under this Agreement or any purchase order except for amounts earned for Services and Installations performed and accepted by NEVANTIN up to the termination date.

(b) Default and Cure. If Contractor fails to perform any Services in accordance with this Agreement and/or any purchase order, NEVANTIN may notify Contractor of such default, either orally or in writing. Upon receipt of such notification, Contractor shall have twenty-four (24) hours to commence and continue correction of such default. In the event that Contractor does not commence correction of such default within twenty-four (24) hours, NEVANTIN may, without prejudice to any other remedies available to it, at its option, remedy such default and deduct the cost thereof from any payment retained and/or thereafter owed to Contractor. If the ultimate cost of any remedial action and/or completion by NEVANTIN is in excess of any amount owed by NEVANTIN to Contractor, Contractor shall reimburse NEVANTIN in the amount of such excess within thirty (30) days of Contractor's receipt of NEVANTIN's invoice.

(c) Suspension. NEVANTIN also has the right to suspend any work in progress for a reasonable time. Suspension of the provision of any Services shall not relieve or release Contractor from the obligation otherwise to provide Services in accordance with the applicable purchase order and this Agreement. Contractor shall resume performance of the work at NEVANTIN's direction. Upon notification of the suspension of any work, Contractor shall immediately take such steps as may be necessary to protect the work already performed and to eliminate, reduce, and minimize costs. Contractor will not be entitled to additional compensation or any damages as a consequence of this suspension, but NEVANTIN will pass on to Contractor any related compensation received from NEVANTIN's customer due to a suspension of any Services.

(d) Dispute Resolution. This Agreement and any claim, controversy, right, obligation, or dispute arising under or related to this Agreement and/or any purchase order, the relationship of the Parties, and/or the interpretation and enforcement of the rights, performance obligations, and/or duties of the Parties shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. Except in any situation where a Party seeks injunctive relief, in the event of any dispute, controversy, or claim arising from or related to this Agreement and/or any purchase order, the Parties, in good faith, will initially attempt to resolve the dispute between them. If the Parties are unable to resolve the dispute in a prompt manner, any and all disputes, controversies, and claims arising out of or relating to this Agreement and/or any purchase order shall be handled, determined, and resolved by binding arbitration conducted in Dallas County, Texas, before one (1) arbitrator in accordance with the Commercial Arbitration Rules and Mediation Procedures then in effect of the American Arbitration Association. The Parties irrevocably consent to the exclusive jurisdiction and venue of the arbitration proceeding in Dallas County, Texas. The arbitrator's award shall be final and binding on the Parties, and judgment confirming any such arbitration award may be entered in any court having jurisdiction over such proceedings and/or the non-prevailing Party. Each Party shall bear its own costs and expenses of preparing and presenting its case and shall bear an equal share of the expenses and fees with respect to the arbitration. The arbitrator shall issue a reasoned decision with findings of fact and conclusions of law. The arbitrator must abide by the limitation of liability provisions set forth in this Agreement and shall have no power or authority to make any award of damages or issue any order of any kind except as expressly permitted by this Agreement. The arbitrator's decision shall follow the plain meaning of the relevant documents and shall be final and binding. Either Party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and/or to enforce any arbitration award. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PURCHASE ORDER, AND AGREES THAT ALL DISPUTES WILL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION AS SET FORTH IN THIS SUBPARAGRAPH. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration under this Agreement without the prior written consent of both Parties. Excluded from this arbitration provision are claims under the National Labor Relations Act (to the extent provided for in that Act), claims for worker's compensation, and any other claim that is non-arbitrable under applicable state or federal law.

(e) Beneficiaries. Except as otherwise set forth in this Agreement and/or any purchase order, this Agreement is intended solely for the benefit of the Parties hereto, and there are no third-party beneficiaries to this Agreement or any purchase order.

(f) Entire Agreement. This Agreement along with all purchase orders constitutes the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties with respect to the subject matter

hereof. Any changes or amendments to this Agreement and/or any purchase order must be in a writing signed by both Parties. There are no representations, understandings, or agreements that are not fully expressed. This Agreement supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the Parties relating to the subject matter of this Agreement and any purchase order. The terms of this Agreement shall control over any different or additional terms of any purchase order or any other of Contractor's ordering documents, and no terms included in any purchase order and/or any other Contractor ordering document shall apply to the Services, any Installation, or any purchase order unless expressly accepted by NEVANTIN in writing. Headings and captions contained in this Agreement are inserted for convenience of reference only and shall not in any way define or affect the meaning or interpretation of any provision of this Agreement or any purchase order, except where this Agreement refers to a Paragraph or subparagraph by its caption. This Agreement shall be binding on and inure to the benefit of each Party and its successors and permitted assigns. The terms and conditions of the main body of the Agreement shall apply, prevail, and govern any conflict or inconsistency with the terms of any purchase order. The Recitals set forth above are deemed material provisions of this Agreement and are hereby incorporated by reference.

(g) Publicity. Without NEVANTIN's prior written consent, Contractor shall not advertise, disclose, or publicize the fact that Contractor has furnished, or has contracted to furnish, to NEVANTIN the Services and/or Installations covered by this Agreement or any purchase order. Contractor shall not use any trademark, trade name, trade dress, or any name, picture, or logo which is commonly identified with NEVANTIN or any NEVANTIN Affiliate without the express written permission of NEVANTIN.

(h) Assignment. NEVANTIN may freely assign this Agreement and any purchase order. Contractor may not assign any right, obligation, or interest under this Agreement or any purchase order without first obtaining the prior written permission of NEVANTIN. Any attempted assignment or delegation in contravention of this subparagraph shall be void and ineffective. Any assignment of money shall be void and ineffective to the extent that: (i) Contractor fails to provide NEVANTIN at least thirty (30) days prior written notice of such assignment; or (ii) such assignment attempts to impose upon NEVANTIN any obligation to the assignee additional to the payment of such money, or to preclude NEVANTIN from dealing solely and directly with Contractor in all matters pertaining to the Agreement and any purchase order including, but not limited to, the negotiation of amendments or the settlement of charges due.

(i) No Waiver. Any waiver of any right or remedy under this Agreement must be in writing and signed by each Party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion shall not be construed as a waiver of any right or remedy on any future occasion.

(j) Severability. If any provision of this Agreement or any purchase order is held to be unenforceable or illegal by an arbitrator or court of competent jurisdiction,

such provision shall be modified only to the extent necessary to render it enforceable or shall be severed from this Agreement or the applicable purchase order, and all other provisions of this Agreement and all purchase orders shall remain in full force and effect.

(k) Orderly Transfer. Upon the expiration or termination of this Agreement and any purchase order for any reason whatsoever (including a breach by Contractor), Contractor shall provide such information, cooperation, and assistance to NEVANTIN, as NEVANTIN may reasonably request, to ensure an orderly return and transfer to NEVANTIN or NEVANTIN's designee of all tools and materials of NEVANTIN and to avoid any interruption or disruption of any Installation. Contractor acknowledges that NEVANTIN may need a period of time (the "**Ramp Down Period**") during which it will migrate its use of the Contractor's services to another entity or provide any of the services on its own behalf. For purposes of this Agreement and any purchase order, if NEVANTIN so requests, the Ramp Down Period shall begin on the day after the last day of any expiration or termination of the Agreement or any purchase order for any reason and end up to thirty (30) days thereafter (or such shorter time as may be requested by NEVANTIN). During the Ramp Down Period, Contractor will: (i) maintain the same level and quality of the Services that Contractor is obligated to provide while the Agreement and applicable purchase order is in effect and will apply the same rates that were in effect during the period preceding the Ramp Down Period; (ii) cooperate in an orderly and efficient transition to another entity or to NEVANTIN; and (iii) negotiate in good faith with NEVANTIN a transition plan that specifies the schedule under which the Services will cease to be provided to NEVANTIN.

(l) Equitable Relief; Cumulative Remedies. Contractor agrees and acknowledges that its failure to perform its duties under this Agreement may cause NEVANTIN to suffer irreparable injury for which NEVANTIN will not have an adequate remedy available at law. Accordingly, and notwithstanding the subparagraph captioned Dispute Resolution above, NEVANTIN may seek to obtain injunctive or other equitable relief, including specific performance of the terms of this Agreement and any purchase order, to prevent or curtail any such breach, threatened or actual, without posting a bond or security and without prejudice to such other rights as may be available in law or in equity. All remedies provided in this Agreement and any purchase order are deemed cumulative and are in addition to, not in lieu of, any other rights or remedies a Party might have, at law or otherwise.

(m) Survival. The provisions of this Agreement and any purchase order that, by their nature and content, must survive the completion, rescission, termination, or expiration of this Agreement and any purchase order in order to achieve the fundamental purposes of this Agreement shall so survive and continue to bind the Parties, each for the period stated in it or, if no period is stated, indefinitely. Without limiting the generality of the foregoing, the Parties specifically acknowledge that the following survive: the warranty and remedy obligations in the Paragraph captioned Contractor Obligations (including the subparagraphs captioned Non-Compete and Non-Solicitation for their stated periods); the Paragraphs captioned Term & Payment, Insurance (for its stated tail), Indemnification and Limitation of Liability, Independent Contractor Status, and

Confidential Information; and this Paragraph captioned Miscellaneous (including the subparagraph captioned Non-Interference for its stated period).

(n) Counterparts; Electronic Signatures. This Agreement and any other documents agreed to between the Parties may be executed and delivered in any number of counterparts by facsimile, emailed PDF, or electronic signature, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(o) Non-Interference. Contractor agrees that it shall not directly or indirectly contract with or in any way interfere with NEVANTIN's business relationship with any NEVANTIN employee, or with any NEVANTIN customer that is identified in any purchase order or with which Contractor, its employee, agent, or subcontractor had material and substantive direct contact in the course of performing any Services, in each case during the term of any purchase order and for twelve (12) months subsequent to the expiration or termination of the last purchase order under which Contractor performed any Services.

(p) Notices and Approvals. Each Party shall provide notices under this Agreement and any purchase order to the other Party by sending an email to the email address provided in the other Party's signature block below. A Party may change its address by giving notice in writing to the other Party in the manner set forth in this subparagraph, stating the new address. Notices via email shall be treated as received when the email is sent. A Party may also give notice by certified or registered mail, return receipt requested, or by overnight courier service, effective upon receipt; notices to NEVANTIN by mail shall be addressed to Chief Administrative Officer, Nevantin Services, LLC, 603 Main St, Ste 201, Garland, TX 75040. Under this Agreement and any purchase order, the Parties may use emails and digital signatures to satisfy written approval and consent requirements.

(q) Force Majeure. Neither Party is liable for a failure or delay in performing its obligations (other than payment obligations for Services already performed and accepted) to the extent caused by an event beyond its reasonable control, including without limitation severe weather, flood, fire, earthquake, epidemic, act of war or terrorism, civil disturbance, labor dispute not involving the affected Party's own workforce, governmental order or change in law, Operator or utility outage, and inability to obtain permits or rights-of-way despite diligent pursuit. The affected Party shall notify the other Party in writing within five (5) business days after the event begins, shall use commercially reasonable efforts to mitigate the effects of the event, and shall resume performance as soon as reasonably practicable. If a force majeure event continues for more than thirty (30) consecutive days, NEVANTIN may terminate the affected purchase order(s) upon written notice without further liability except payment for Services performed and accepted.

(r) Interpretation of Agreement. This Agreement and any purchase order will be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there will be no presumption or inference against the Party drafting this

Agreement or any purchase order in construing or interpreting any of the provisions contained in this Agreement or any purchase order. English shall be the governing language of this Agreement and any purchase order and any translation of this Agreement or purchase order into any other language shall be secondary to the original English version.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date pursuant to due authority.

NEVANTIN:

NEVANTIN SERVICES, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice Purposes:
603 Main St, Ste 201
Garland, TX 75040
Email: david@nevantinservices.com

CONTRACTOR:

Name of Contractor:

a _____

By (Signature): _____

Name: _____

Title: _____

Date: _____

Address for Notice Purposes:

Address: _____

City/State/Zip: _____

Email: _____

EXHIBIT A

SUBCONTRACTOR SAFETY MANAGEMENT PLAN

1. Purpose. The purpose of this program is to ensure that NEVANTIN continues to improve subcontractor health, safety, and environmental performance and to establish a standard for pre-qualification, evaluation/selection, and development of its subcontractors.

2. Scope. This program applies to all NEVANTIN locations that use subcontractors.

3. General Requirements. All NEVANTIN subcontractors are to be managed in accordance with this program. The use of subcontractors must be pre-approved by NEVANTIN. Approval requirements include: (a) a formal safety review of the subcontractor performed by the NEVANTIN safety department; (b) a scope of review commensurate with the hazards and risk exposure; (c) orientation of the subcontractor to the safety policies, expectations, and requirements of NEVANTIN; and (d) the subcontractor's agreement to abide by NEVANTIN's Drug and Alcohol policy and onsite safety rules throughout the duration of the work. Any subcontractor that has a "Non-Approved" safety status will not be used at any NEVANTIN site.

4. Pre-Qualification of Subcontractors. Subcontractors must be pre-qualified by reviewing their safety programs, safety training documents, and safety statistics. NEVANTIN will use a combination of safety metrics to pre-qualify subcontractors. Key performance indicators such as TRIR, EMR, DART, and fatality rates shall be reviewed. The safety metrics and scoring will consider: (a) NEVANTIN Subcontractor Safety Pre-Qualification Form responses and subcontractor safety program documents review – 60% (rated from 0-60 total points); (b) subcontractor safety training documents review – 20% (rated from 0-20 total points); and (c) subcontractor safety statistics review – 20% (rated from 0-20 total points).

5. Evaluation Rating and Acceptance. The subcontractor rating system has five designations: (a) 90 points or greater = A – no restrictions; (b) 85 to 89 points = B – mitigation plan must be documented and approved by NEVANTIN Safety; (c) 81 to 84 points = C – mitigation plan must be documented and approved by NEVANTIN Safety, plus management approval in writing; (d) 71 to 80 points = D – mandatory commitment meeting with senior subcontractor management present, mitigation plan documented and approved by NEVANTIN Safety, management approval in writing, and trained subcontractor safety personnel on site during work regardless of number of workers; and (e) 70 points or fewer = F – not to be used. Once each subcontractor has been evaluated and scored, NEVANTIN Safety will provide management the scores and ranking. NEVANTIN reserves the right to change a subcontractor's status to "Non-Approved" if the subcontractor shows insufficient progress toward an accepted mitigation plan or other agreed-upon criteria.

6. Subcontractor Involvement. Contractors shall follow or implement the work practices and systems described below while performing work at any NEVANTIN worksite: (a) attend a safety orientation, included in any pre-job meeting or kick-off meeting provided by NEVANTIN, prior to any work beginning; (b) monitor employees for substance abuse and report nonconformities to NEVANTIN; (c) ensure personnel have the required training and competency for their work; (d) be included in NEVANTIN tailgate safety meetings, job safety analyses or hazard assessments, and on-the-job safety inspections; (e) perform a pre-job safety inspection that includes equipment; (f) participate in the BBS hazard reporting system; (g) report all injuries, spills, property damage incidents, and near misses; (h) comply with onsite and owner/client safety rules; (i) implement NEVANTIN safety practices and processes as applicable; (j) clean up and restore the worksite after the job is over; (k) ensure compliance with regulations at all times; and (l) participate in post-job safety performance reviews conducted for subcontractors based on their adherence to the above requirements, safety key performance indicators, and other agreed-upon requirements.

SCHEDULE 1

SUBCONTRACTOR INSURANCE REQUIREMENTS

This Schedule 1 is incorporated into and made a part of the Master Subcontractor Agreement (the "Agreement") between Nevantin Services, LLC ("NEVANTIN") and the Contractor signing the Agreement. Contractor may detach this Schedule 1 and provide it to its insurance agent; it states every coverage, endorsement, and certificate requirement the agent needs to establish and maintain Contractor's compliance under the Agreement.

1. Required Coverages. Contractor shall maintain, and shall require each of its subcontractors to maintain, the following coverage for the entire period stated in the Agreement (while the Agreement or any purchase order is in effect, while any work is performed, and for six (6) months after expiration or termination):

(a) Commercial General Liability. Coverage for bodily injury, property damage, operations, independent contractors, underground explosion and collapse hazard, and contractual liability. Limits not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate, and \$2,000,000 Products and Completed Operations aggregate.

(b) Business Automobile Liability. Coverage for all owned, non-owned, leased, hired, and rented vehicles, with a limit of liability not less than \$1,000,000.00 combined single limit for personal injury, including bodily injury or death, and property damage.

(c) Umbrella or Excess Liability. Coverage in excess of the coverage required by this Schedule of not less than two million dollars (\$2,000,000). If work is performed in the Northeast, Illinois, or California, coverage must be not less than five million dollars (\$5,000,000).

(d) Worker's Compensation. Coverage of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by any disease, or the minimum statutory requirement in the state where the work is performed, whichever is greater.

(e) Pollution. Coverage of at least \$1,000,000, required for all underground work.

2. Policy Requirements. All insurance required by this Schedule shall satisfy each of the following:

(a) Carriers. Policies shall be procured from financially sound, rated A or A+, and generally recognized responsible insurance companies authorized to sell such insurance in the state where the work is performed.

(b) Primary and Non-Contributory. Each policy shall contain an endorsement whereby the carrier agrees that Contractor's insurance is primary and not

contributory with or in excess of any coverage NEVANTIN may carry.

(c) Additional Insured. Each policy shall name "Nevantin Services, LLC and its subsidiaries and affiliates" as an additional insured.

(d) Waiver of Subrogation. Each policy shall include a waiver of subrogation in NEVANTIN's favor, with no right of recovery or subrogation against NEVANTIN or any customer.

(e) Deductibles. Contractor is responsible for all deductible payments under its policies.

(f) Notice of Cancellation. Each policy and certificate must provide that coverage will not be cancelled, materially altered, or allowed to expire unless NEVANTIN has received at least thirty (30) days prior written notice.

(g) Continuity. All coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date work commences until at least six (6) months after the expiration or termination of the Agreement and all purchase orders.

3. Certificates of Insurance. Certificates evidencing all required coverage, endorsements, and waivers shall be delivered to NEVANTIN directly from Contractor's insurance agent before any work commences and upon each policy renewal. The certificate holder is: Nevantin Services, LLC, 603 Main St, Ste 201, Garland, TX 75040. Certificates shall be sent to NEVANTIN at the email address stated in the Agreement's signature block or as directed in the applicable purchase order.