Master Agreement

Between

Noontide Service Corporation USA Inc.(Noontide)

and Subcontractor

where Work is provided under one or more Work Orders

AGREEMENT made as of the _____ day of _____ in the year _____.

BETWEEN

Noontide Service Corporation USA Inc., a corporation incorporated under the laws of the State of Delaware located at:

1603 Capitol Ave.
Suite 310 A465
Cheyenne, WY 82001
1-800-526-1833

and the **Subcontractor**:

Company Name: _____
Street Address: _____
City _____
Postal Code: _____
Email: _____
Telephone: _____

Noontide and **Subcontractor** agree as follows.

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ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement.")

§ 1.2 This Master Agreement shall apply to all Work Orders agreed to by the parties within the term of this Master Agreement until completion of the Work Order. In the event of a conflict between terms and conditions of this Master Agreement and a Work Order, the terms of the Work Order shall take precedence for the Work provided pursuant to the Work Order.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Work Orders under this Master Agreement are completed or terminated.

§ 1.4 Noontide identifies the following representative authorized to act on the Contractors' behalf with respect to this Master Agreement:

Richard Sills, **Director of Operations**
legal@noontideservice.com
1-800-526-1833

§ 1.4.1 In each Work Order, Noontide will identify a Project Manager and Project Administrator authorized to act on Noontide's behalf with respect to the Work Order.

§ 1.5 The Subcontractor identifies the following representative authorized to act on the Subcontractor's behalf with respect to this Master Agreement:

Name: _____
Position: _____
Cell Phone: _____

§ 1.5.1 In each Work Order, the Subcontractor will identify a representative authorized to act on behalf of the Subcontractor with respect to the Work Order.

ARTICLE 2 WORK ORDERS

§ 2.1 Noontide is not required to issue any Work Orders under this Master Agreement.

§ 2.2 The Subcontractor may decline to accept any Work Order issued by the Contractor.

§ 2.3 Each Work Order will be delivered electronically and shall state the following:

1. The Work Order # and Description accompanied by a Standard Work Description
2. The location where the Work Order is to be completed
3. The Purchase Order # with a separate notification to your companies accounting department with the Purchase Order # and Amount with Tax indicating a "Do Not Exceed Amount';
4. The Start Time
5. The Noontide Environmental, Health and Safety Policy and Procedures
6. Covid-19 Procedures and Waiver of Liability

§ 2.4 The Subcontractor by accepting the Work Order shall:

.1 execute the Standard Work Description set forth in the electronic application delivered through SMS, web browser of other means,
.2 provide photo documentation of the issue and a short-written description of the issue in each photo
.3 provide photo documentation of the resolution a short-written description of the resolution in each photo
.4 provide a summary or completion report statement of the visit
.5 If the Issue described in the Work Order be incomplete or further work is required to complete the scope of work, the Subcontractor will inform the Noontide PM using the electronic information system that there are additional visits required
.6 If the PO value is insufficient to cover the cost of the work, the Subcontractor shall notify the Noontide PM through the Bo that there are additional costs. The Subcontractor will not perform the additional work until receiving written notification that the additional cost have been accepted. Noontide will issue a revised PO.
.7 Shall warrant their repairs.

§ 2.5 The Subcontractor agrees to invoice Noontide within 5 days of completing the Work Order. Noontide reserves the right to cancel the Purchase Order if the invoice is not received WITHIN 5 DAYS.

§ 2.6 If the situation warrants a more detailed scope of work for a particular service that is required, a long form Work Order detailing the scope of work, the additional cost, payment terms, insurance requirements, invoicing requirements and other special conditions will be signed by both parties.

§ 2.7 If the situation warrants a more detailed contractual arrangement for a particular project, Noontide will cause the subcontractor to execute an A401-2017 Standard Form of Agreement Between Contractor and Subcontractor

Contract.

ARTICLE 3 SUBCONTRACT DOCUMENTS, SUBCONTRACT

§ 3.1 The Subcontract Documents are enumerated in each Work Order and consist of (1) this Master Agreement; (2) the Work Order executed by Noontide and Subcontractor (including, if applicable, Supplementary, and other Conditions applicable to the Work Order); (3) all Drawings, Specifications, and Addenda issued in connection with the Work Order; (4) other documents listed in the Work Order; and (5) Modifications issued after execution of the Work Order in accordance with the provisions of Article 7. These form the Subcontract and are as fully a part of the Subcontract as if attached to this Master Agreement or repeated herein.

§ 3.2 The Subcontract Documents for each Work Order form a separate Subcontract for construction of the Subcontractor's Work ("the Subcontract"). The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.

§ 3.3 The Subcontract may be amended or modified only by a Modification. A Modification is a written amendment to the Subcontract signed by both parties, or as otherwise described in, and in accordance with the provisions of, Article 7.

§ 3.4 The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Owner and the Subcontractor, or (2) between any persons or entities other than Noontide and Subcontractor.

ARTICLE 4 MUTUAL RIGHTS AND RESPONSIBILITIES

Contractor and Subcontractor shall be mutually bound by the terms of this Master Agreement. Contractor shall assume all obligations and responsibilities that the Owner, assumes toward Contractor, and the Subcontractor shall assume toward Contractor all obligations and responsibilities that Contractor, assumes toward the Owner. Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor that the Owner, has against Contractor, and the Subcontractor shall have the benefit of all rights, remedies, and redress against Contractor that Contractor, has against the Owner, insofar as applicable to this Master Agreement.

ARTICLE 5 CONTRACTOR

§ 5.1 General

§ 5.1.1 The Contractor is **Noontide Service Corporation USA Inc.** or entity identified as **Noontide** in this Master Agreement and is referred to throughout the Subcontract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 5.1.2 The Contractor shall render decisions in a timely manner and in accordance with the Contractor's construction schedule.

§ 5.2 Services Provided by the Contractor

§ 5.2.1 Contractor shall cooperate with the Subcontractor in scheduling the Subcontractor's Work to avoid or minimize conflicts or interference with the owner's operation. Should the Subcontractor in accordance with Section 6.2.3 and Article 7 submit submittals, Contractor shall review, and expedite written responses to, submittals made by Subcontractor. Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 5.2.2 Subcontractor's materials and equipment must be removed from site at the end of each day during the course of the Work. Should the Subcontractor require on site storage, the Subcontractor will request in writing permission to store materials and equipment from the Contractor. The Contractor will make best efforts to obtain on site storage materials and equipment.

§ 5.3 Communications

§ 5.3.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects the performance of the Subcontract and that becomes available to the Contractor subsequent to execution of the Subcontract.

§ 5.3.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 5.3.3 The Contractor utilizes a proprietary Work Order management application. The subcontractor agrees to use this application as requested for every Work Order. All site communications, work performed, issues with the work, other trades or issues in general with respect to the Work Order are to be conveyed using the application. The subcontractor will notify the Noontide PM is the application fails to function prior to starting the scheduled Work Order.

§ 5.3.4 If hazardous materials or substances are being used on the site by the Contractor, a subcontractor, or anyone directly or indirectly employed by them (other than the Subcontractor), and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Contractor shall, prior to delivery to the Project site or exposure of the Subcontractor's employees to such material or substance, give notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 5.3.5 The Contractor shall promptly notify the Subcontractor of any fault or defect in the Work under this Subcontract or nonconformity with the Subcontract Documents.

§ 5.3.6 If the Contractor asserts a Claim against, or defends a Claim by, the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the Claim that relates to the Work of the Subcontractor.

§ 5.4 Claims by the Contractor

§ 5.4.1 Liquidated damages, if provided for in the Prime Contract, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of the applicable Subcontract.

§ 5.4.2 The Contractor's Claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- **.1** seven days' notice prior to the Contractor's providing services or materials, except in an emergency; and
- **.2** written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

§ 5.5 Contractor's Remedies

If the Subcontractor defaults or neglects to carry out the Work in accordance with the Subcontract and fails within five working days after receipt of notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to other remedies the Contractor may have, remedy such default or neglect and withhold, the reasonable cost thereof from current or future payments due the Subcontractor. If payments due to the Subcontractor are not sufficient to cover such amounts, the Subcontractor shall pay the difference to the Contractor.

ARTICLE 6 SUBCONTRACTOR

§ 6.1 General
The Subcontractor is the person or entity identified as such in this Master Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located.

§ 6.2 Execution and Progress of the Work
§ 6.2.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of the Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Master Agreement.

§ 6.2.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in, or interference with the Work of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 6.2.3 Submittals
§ 6.2.3.1 The Subcontractor shall submit Shop Drawings, Product Data, Samples, and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 6.2.3.2 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Subcontractor represents to the Contractor that the Subcontractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Subcontract Documents.

§ 6.2.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of the Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 6.2.5 The Subcontractor agrees that the Contractor and the Owner each have the authority to reject Work of the Subcontractor that does not conform to the Contract. The Owner's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor .

§ 6.2.6 The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of the Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 6.2.7 The Subcontractor shall take necessary precautions to properly protect the owners operation and personnel, the work of the Contractor, Separate Contractors, and other subcontractors from damage caused by operations under the Subcontract.

§ 6.2.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and Separate Contractors whose work might affect the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 6.3 Permits, Fees, Notices, and Compliance with Laws
§ 6.3.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of the Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 6.3.2 The Subcontractor shall comply with Federal, State, and local tax laws; social security acts; unemployment compensation acts; and workers' compensation acts, insofar as applicable to the performance of the Subcontract.

§ 6.4 Safety Precautions and Procedures

§ 6.4.1 The Subcontractor shall take reasonable safety precautions with respect to performance of the Subcontract. The Subcontractor shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, for the safety of persons and property, in accordance with the requirements of the Prime Contract. The Subcontractor shall notify the Contractor within four hours of an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 6.4.2 If hazardous materials or substances are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors, or anyone directly or indirectly employed by them, and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Subcontractor shall, prior to delivery to the Project site or exposure of the Contractor, other subcontractors, and other employers on the site to such material or substance, give notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with the laws by the Contractor, other subcontractors, and other employers on the site.

§ 6.4.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay, and remobilization, which adjustments shall be accomplished as provided in Article 7 of this Master Agreement.

§ 6.4.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 6.4.3 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 6.4.5 The Subcontractor shall reimburse the Contractor for the cost and expense the Contractor incurs (1) for remediation of a hazardous material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 6.4.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 6.5 Cleaning Up

§ 6.5.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under the Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 6.5.2 As provided under Section 5.4.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

§ 6.6 Warranty

§ 6.6.1 The Subcontractor warrants to the Owner and Contractor that materials and equipment furnished under the Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not

executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall provide satisfactory evidence as to the kind and quality of materials and equipment furnished or to be furnished.

§ 6.6.2 All material, equipment, or other special warranties required by the Subcontract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with the Subcontract Documents.

§ 6.7 Indemnification

§ 6.7.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under the Subcontract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.7.

§ 6.7.2 In claims against any person or entity indemnified under this Section 6.7 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 6.7.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor, or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 6.8 Remedies for Nonpayment

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in the Subcontract, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' notice to the Contractor, stop the Work of the Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay, and remobilization.

§ 6.9 Professional Services Provided by Subcontractor

§ 6.9.1 The Subcontractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Subcontract Documents or unless the Subcontractor is required to provide such services in order to carry out the Subcontractor's responsibilities for its own construction means, methods, techniques, sequences, and procedures. The Subcontractor shall not be required to provide professional services in violation of applicable law.

§ 6.9.2 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Subcontractor by the Subcontract Documents, the Contractor will provide all performance and design criteria that such services must satisfy to the extent the Contractor has received such performance and design criteria from the Owner and Architect under the terms of the Prime Contract.

§ 6.9.3 If professional design services or certifications by a design professional are required because of means, methods, techniques, sequences, or procedures required by the Contractor and related to the Work of the Subcontractor, the Contractor will provide all performance and design criteria that such services must satisfy.

§ 6.9.4 The Subcontractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the performance and design criteria received from the Contractor under this Section 6.9.

§ 6.9.5 The Subcontractor shall cause the professional services performed under this Section 6.9 to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings

and other submittals related to the Work designed by such design professional shall bear the professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals, provided the Contractor has provided to the Subcontractor all performance and design criteria required by this Section 6.9.

§ 6.10 Subcontractor's Employees, Sub-Subcontractor Employees and Agents

§ 6.10.1 The Subcontractor shall cause that each employee, agent, sub-subcontractor employee attending the site assigned to the Work Order to meet the following conditions:

a) to provide identity verification, have passed a criminal conviction search in all locations where the individual has resided during the 7 years prior to the date of the Work Order and not be on any government/terrorist watch list in any country. Subcontractor is required to submit the documentation to Contractor verifying the aforementioned upon request within a reasonable amount of time.
b) be qualified to provide the service requested in the Work Order.
c) be equipped with the required PPE, have proper training and certification including working from heights if using a ladder and to adhere to all Health and Safety Regulations and site requirements
d) use Noontide's Work Order Management tool delivered via SMS or web browser on a personal communication device provided by the Subcontractor.

§ 6.11 Subcontractor employees must be acceptable to Noontide, and Noontide reserves the right to require the Subcontractor to remove immediately any of the Subcontractors employees, agents or sub-subcontractors from performing the services, with or without cause, in Noontide's sole discretion

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 The Owner may make changes in the Work. Upon receipt of a notice of change to the work issued after the execution of a Work Order, the Contractor shall promptly notify the Subcontractor of such Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes contemplated by the owner.

§ 7.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating the Subcontract, to make changes in the Work within the general scope of the Subcontract consisting of additions, deletions, or other revisions, including those required by the owner issued after the execution of a Work Order, with the Subcontract Sum and the Subcontract Time adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a Claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 7.3 The Subcontractor shall make all Claims promptly to the Contractor for additional cost, extensions of time, and damages for delays, or other causes in accordance with the Subcontract Documents. A Claim which will affect or become part of a Claim which the Contractor is required to make within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such Claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's Claim must be made. Failure of the Subcontractor to make such a timely Claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 Subject to Sections 8.2 and 8.3, any claim, dispute, or other matter in question arising out of or related to the Subcontract shall be subject to the following dispute resolution provisions:

.1) The aggrieved party shall notify the other party in writing and provide as much detail as possible about the nature of the dispute. The persons identified for purposes of notices set forth herein or their designees, shall meet (in person, by telephone or web conference) within fourteen (14) days after the date of the written notification to attempt to resolve the dispute.

.2) If those persons are unable to agree on a resolution, then senior management personnel of each of Contractor and Subcontractor having authority to resolve the dispute without the further consent of any other person ("Management") shall meet or otherwise act promptly to facilitate an agreement.
.3) If Management cannot resolve the dispute within thirty (30) days after their initial meeting, the parties agree to attend mediation.

§ 8.2 If the claim, dispute, or other matter in question arising out of or related to the Subcontract is unrelated to a dispute between the Contractor and Owner, then claims, disputes or other matters in question shall be resolved in accordance with this Section 8.2 and Section 8.3. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

§ 8.3 Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

§ 8.4 The Subcontractor shall indemnify and hold the Contractor and the Contractor's officers and employees harmless from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Subcontractor, its employees, and its Sub-subcontractors in the performance of the Work under the Subcontract.

§ 8.5 The Contractor shall indemnify and hold the Subcontractor and the Subcontractor's officers and employees harmless from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Contractor, its employees and its other Subcontractors in the performance of the Work under the Subcontract.

§ 8.6 Waiver of Claims for Consequential Damages

The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to the Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 9. Nothing contained herein shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Subcontract.

ARTICLE 9 TERMINATION, SUSPENSION, OR ASSIGNMENT OF THE SUBCONTRACT

§ 9.1 Termination by the Subcontractor

The Subcontractor may terminate the Subcontract for nonpayment of amounts due under the Subcontract for 120 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, the Subcontractor's Sub-subcontractors, or their agents or employees or other persons or entities performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, as well as reasonable overhead and profit on work not executed and costs incurred by reason of such termination.

§ 9.2 Termination by the Contractor

§ 9.2.1 Termination for Cause

If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with the Subcontract and fails within a ten-day period after receipt of notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the

Subcontractor. If such expense and damages exceed the unpaid balance of the Subcontract Sum, the Subcontractor shall pay the difference to the Contractor.

§ 9.2.2 Termination for Convenience

§ 9.2.2.1 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver notice to the Subcontractor.

§ 9.2.2.2 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work properly executed. The Subcontractor shall not be entitled to receive payment to recover costs incurred by reason of the termination, and reasonable overhead and profit on the Work not executed.

§ 9.2.2.3 Upon receipt of notice of termination, the Subcontractor shall

- **.1** cease operations as directed by the Contractor in the notice;
- **.2** take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 9.3 Suspension by the Contractor for Convenience

§ 9.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Work of the Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 9.3.2 The Subcontract Time and Subcontract Sum shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption as described in Section 9.3.1. Adjustment of the Subcontract Sum shall include profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent that

- **.1** performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Subcontractor is responsible; or
- **.2** an equitable adjustment is made or denied under another provision of the Subcontract.

§ 9.4 Assignment of the Subcontract

§ 9.4.1 In the event the Owner terminates the Contractor for cause, the Subcontract can be assigned to the Owner, provided the Contractor agrees to the assignment in writing and Owner accepts the assignment by notifying the Contractor and Subcontractor.

§ 9.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of the Subcontract, subcontract the whole of the Subcontract, or subcontract portions of the Subcontract.

§ 9.5 Termination of the Subcontract under this Article 9 shall not be deemed a termination of other Subcontracts under this Master Agreement.

ARTICLE 10 PAYMENTS

§ 10.1 Subcontract Sum and Progress Payments

§ 10.1.1 Each Work Order shall include a Purchase Order Amount. The Contractor shall pay the Subcontractor the Subcontract Sum in current funds in accordance with each individual Subcontract.

§ 10.1.2 Each Purchase Order will be invoiced separately.

§ 10.1.3 Upon the approval of the invoice the Subcontractor will be notified of the approval.

§ 10.1.4 Upon the partial or entire disapproval by the Contractor of the Subcontractor's Invoice, the Contractor shall provide notice to the Subcontractor. If the Subcontractor disputes the Contractor's decision regarding a

Subcontractor's Invoice in whole or in part, the Subcontractor may submit a Claim in accordance with Article 8. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 10.1.5 Provided the Contractor has fulfilled its payment obligations under the Subcontract Documents, the Subcontractor shall defend and indemnify the Contractor and Owner from all loss, liability, damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any of the Subcontractor's subcontractors, suppliers, or vendors of any tier. Upon receipt of notice of such lien claim or other claim for payment, the Contractor shall notify the Subcontractor. If approved by the applicable court, when required, the Subcontractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 10.1.6 If a A401-2017 Standard Form of Agreement Between Contractor and Subcontractor is put in place between the Contractor and the Subcontractor, the parties agree to use the Applications for Payment process outlined in the A401-2017 Standard Form of Agreement Between Contractor and Subcontractor.

§ 10.2 Payment

§ 10.2.1 Final payment, constituting the entire unpaid balance of the Purchase Order, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Work Order and the Owner has accepted the Completion Report covering the work performed in the Work Order. Contractor will endeavor to pay the Subcontractor on a Net 60 basis on approved invoices.

§ 10.3.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, State Workers Insurance, Sales Tax, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final Application for Payment.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Subcontractor's Required Insurance Coverage

The Subcontractor shall purchase and maintain the insurance coverage required in this Article 11, and any additional coverages required for a specified project as set forth in a Work Order. The Subcontractor will provide and keep this information updated in Noontide's KYVN (Know Your Vendor Noontide) application.

§ 11.1.1 The Subcontractor shall purchase and maintain the following types and limits of insurance, from a company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

Type of Insurance	Limits	Other Pertinent Requirements
General Liability	$2,000,000 per occurrence and in the aggregate	Including coverage for bodily injury, broad form property damage, products and completed operations, independent contractor's liability and contractual liability
Workers Compensation/ Employers Liability	Statutory $1,000,000 each accident, each disease, each employee	
Auto Liability	$1,000,000 combined single limit	Covering all owned, non-owned and hired vehicles. If vendor is transporting hazardous material broadened coverage for pollution/environmental liability must be included

Umbrella/Excess Liability	$3,000,000 per occurrence and in the aggregate	Providing excess coverage over the GL, Auto, and Employers Liability
Commercial Crime	$1,000,000 per occurrence	Including coverage for employee dishonesty and third party Coverage
Property Insurance	Replacement Cost	**Only required if** Vendor is using machinery, tools, equipment and/or property that is owned, leased, rented in the performance of the contract. Covering loss or damage.
Crane/Riggers Liability	$2,000,000 per occurrence and in the aggregate	**Only required if** Vendor will be lifting, hoisting, or moving property of others, using a crane or other lifting equipment. The requirement may be met through the use of Riggers Liability, or an endorsement to the Vendor's general liability policy, or through the use of an installation floater.

§ 11.1.2 For each Subcontract, coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 11.1.3 Certificates of Insurance. The Subcontractor shall provide certificates of insurance acceptable to the Contractor evidencing compliance with the requirements in this Article 11 and any additional requirements set forth in the Subcontract at the following times: (1) prior to commencement of the Subcontractor's Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Contractor's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required in this Article 11. The certificates shall show the Contractor and the Owner as additional insureds on the Subcontractor's Commercial General Liability and any excess or umbrella liability policy.

§ 11.1.4 Deductibles and Self-Insured Retentions. The Subcontractor shall disclose to the Contractor any deductible or self-insured retentions applicable to any insurance required to be provided by the Subcontractor.

§ 11.1.5 Additional Insured Obligations. To the fullest extent permitted by law, the Subcontractor shall cause its commercial general liability coverage to include: (1) the Contractor, the Owner, as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor and Owner as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions for which loss occurs during the Subcontractor's completed operations. The additional insured coverage shall be primary and non-contributory to any of the Contractor's and Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04 and CG 20 37 07 04.

§ 11.1.6 Notice of Cancellation or Change in Coverage. Within three (3) business days of the date the Subcontractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Subcontract Documents, the Subcontractor shall provide notice to the Contractor of such impending or actual cancellation or expiration. Upon receipt of notice from the Subcontractor, the Contractor shall, unless the lapse in coverage arises

from an act or omission of the Contractor, have the right to suspend the Work in accordance with this Master Agreement until the lapse in coverage has been cured by the procurement of replacement coverage by the Subcontractor. The furnishing of notice by the Subcontractor shall not relieve the Subcontractor of any contractual obligation to provide any required coverage**.**

§ 11.5 Waivers of Subrogation

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Owner, and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance provided under the Contract or other property insurance applicable to the Work or to property at or adjacent to the Project site, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require similar written waivers in favor of the individuals and entities enumerated herein from the Subcontractor's Sub-subcontractors, agents, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.5 shall not prohibit this waiver of subrogation, which shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 12 MISCELLANEOUS PROVISIONS

§ 12.1 The Work shall be governed by the law of the place where the Project described in the Work Order is located.

§ 12.2 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 12.3 Notice

§ 12.3.1 Except as otherwise provided in Section 12.3.2, where the Subcontract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 12.3.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 12.4 TRANSMISSION OF DIGITAL DATA

§ 12.4.1 The Parties agree that the following items constitute the Digital Data

.1	Plans, specifications, sketches
.2	Digital Photographs
.3	Instructions, specifications, maps, guidance

§ 12.4.2 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data identified in 12.4.1 solely and exclusively to perform services for, or construction of, the Project in accordance with the terms and conditions set forth in this Agreement.

§ 12.4.3 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

§ 12.4.4 If the Transmitting Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Receiving Party that the Transmitting Party is authorized to transmit the Confidential Digital Data. If the Receiving Party receives Confidential Digital Data, the Receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.3.1.

§ 12.4.5 The Receiving Party may disclose the Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Agreement.

§ 12.4.6 The Transmitting Party retains its rights in the Digital Data. By transmitting the Digital Data, the Transmitting Party does not grant to the Receiving Party an assignment of those rights; nor does the Transmitting Party convey to the Receiving Party any right in the software used to generate the Digital Data.

§ 12.4.7 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

§ 12.4.7 By selecting the prompts in the Noontide Applications, you are signing the Agreements and Work Orders electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting such prompts as "I Accept", "Y" or "YES" and/or "OK" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse, or other device to select an item, button, icon or similar act/action, or to otherwise provide Noontide Service Corporation via an Email notice, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between the Contractor and Subcontractor.

§ 12.5 The invalidity of any provision of the Subcontract Documents shall not invalidate the Subcontract or its remaining provisions. If it is determined that any provision of the Subcontract violates any law or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Subcontract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Subcontract.

§ 12.6 SINGLE POINT OF CONTACT AND NON-CIRCUMVENT

The Subcontractor acknowledges and agrees that Noontide's relationship with Noontide's customer, the Owner and any project for which the Subontractor is engaged by Noontide are propriatary and valuable assets of Noontide and are dependent upon, among other things, clear and consistent communication between Noontide's customer, the owner and Noontide. Therefore, Subontractor agrees that (a) Noontide shall act as the sole and exclusive point of contact with Noontide's customer and the Owner. The Subcontractor shall not communicate directly with Noontide's customer, the Owner or any of their employees under the aforementioned circumstances, without Noontide's prior written consent, except to the extent necessary in the ordinary course of the Subontractor's provision of service. Subcontractor acknolwedges and agrees that for a period of 2 years from the date of each applicable Work Order authorized under this agreement, the Subcontractor shall not, with Noontide's prior written consent, provide or solicit to provide to Noontide's customer, the Owner or any of its statkeholders directly or indirectly with the same or substancially similar services on the projects described in the apllicable Work Orders.

§ 12.7 Neither the Contractor's nor the Subcontractor's representatives shall be changed without ten days' prior notice to the other party.

§ 13.SCOPE OF THIS MASTER AGREEMENT

§ 13.1 This Master Agreement represents the entire and integrated Master Agreement between the Contractor and Subcontractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Contractor and Subcontractor.

§ 13.2 This Master Agreement is comprised of the following documents listed below:

.1 Master Agreement Between Noontide Service Corporation USA Inc. and Subcontractor;

This Agreement entered into as of the day and year first written above.

CONTRACTOR *(Signature)*	**SUBCONTRACTOR** *(Signature)*
Richard Sills, Director of Operations	« »« »
	(Printed name and title)