

MASTER SUBCONTRACTOR AGREEMENT

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

Recitals:

WHEREAS, Squan 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 Squan and any Squan 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 Squan (each, a “customer”). 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:

1. The Work

a) 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 Squan 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 Squan and/or any of its designated Affiliates.

b) Contractor shall provide Services in accordance with the terms and conditions of this Agreement and each purchase order. Squan shall provide a schedule and identify the location of all Installations and provide any relevant plans, drawings, and specifications. 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. Squan will secure any necessary customer authorizations for the Services and will coordinate the scheduling of the Services with the customer, as necessary.

c) Contractor acknowledges and agrees that it is a subcontractor under the contract between Squan and its customer (“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. Squan 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) If Squan, in its sole discretion and without any obligation to do so, allows Contractor to use any of Squan’s tools or equipment, any such tools and equipment are supplied to Contractor “AS-IS” with no warranties whatsoever. Squan **EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**. It is Contractor’s responsibility to inspect all tools and equipment to ensure that they are safe and fit for their intended purposes. Contractor shall protect, defend, indemnify and hold Squan, its employees, officers, directors, Affiliates, customers, agents, and contractors (except Contractor and its subcontractors) (hereinafter collectively referred to as “Squan Indemnified Parties”), harmless from and against any claim, demand, damage, and liability that results from or relates to Contractor’s use of any such tools and/or equipment, including, but not limited to, any claims, demands and liabilities resulting from defects or other failures of the tools and/or equipment, the inadequacy of a tool or equipment for a particular task, or the failure to maintain and/or properly use any tool and/or equipment.

e) 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 Squan, the Operator, or Squan’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 Squan 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) 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 Squan 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 Squan’s designated project manager with status reports at intervals and with such information as Squan may request from time to time. Contractor must be available during its regular business hours to confer with a representative of Squan regarding the performance of work and provision of any services under this Agreement and any purchase order. Squan, 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 Squan’s or an Operator’s construction specifications and the applicable purchase order.

2. Contractor Obligations

a) Performance Standard. Contractor has been or will be given the opportunity to thoroughly evaluate and assess the nature and scope of the requested Services to be provided and performed at each customer location, including conditions surrounding the proposed provision of the Services, by examination of any relevant Squan or customer documents and plans regarding the Services to be provided by Contractor. 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 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; (iii) 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; and (iv) 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 (v) 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 professional and workmanlike manner, free from defects and Contractor shall promptly notify Squan 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 or indirectly offered nor given and will not directly or indirectly offer or give any employee, agent, or representative of Squan 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 Squan 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 Squan.

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.

d) Rule Compliance. Contractor shall ensure that all of Contractor's employees, agents, subcontractors, and other persons furnished by Contractor: (1) comply with all building rules, regulations, and security procedures at the customer location; and (2) cooperate and work in harmony and collaboration with all others working on the property at each customer location. Contractor shall also be responsible for taking all safeguards necessary for fire prevention and avoidance of any hazardous condition.

e) Clean Up. 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 clean and orderly manner, and free of all unnecessary tools, equipment, materials, and supplies, all to the satisfaction of Squan and its customer. Contractor shall not bring any toxic or hazardous materials onto any premises of any Squan customer without the written permission of Squan, and Contractor shall be responsible for removing any such toxic and hazardous materials in accordance with all applicable laws and any additional requirements of Squan.

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 Squan's business relationships with its customers, vendors, employees, contractors, and other entities are valuable and confidential business assets, and that there is a substantial likelihood that, if Contractor competes with Squan, it would result in the unauthorized use and/or disclosure of Squan Confidential Information (as defined below) as well as interfere with Squan's business relationship with its customers, vendors, employees, contractors, and/or other entities, which use, disclosure, and/or interference would be extremely difficult to detect or prove. Therefore, subject to applicable law and in consideration of Squan granting Contractor access to Squan confidential information, customers, vendors, employees, contractors, and other business partners, Contractor agrees that, while this Agreement and/or any purchase order is in effect and for a period of one (1) year after the termination or expiration of this Agreement and all purchase orders for any reason (referred to as the "Restricted Period"), Contractor shall not, in any other capacity, either directly, indirectly, or through others, compete with Squan in soliciting any job from or submitting a bid to provide any work for any Operator or Squan customer or other entity, or provide any services, with respect to any job or project covered by this Agreement and/or any purchase order. During the Restricted Period, Contractor shall not, directly or indirectly, use and/or disclose any of information, data, or trade secrets provided to it by Squan (or any Operator or Squan customer) in competition with Squan relating to any project which is covered by this Agreement and/or any purchase order, and shall not otherwise compete with the Squan as described in this Section. The Parties have attempted to limit Contractor's right to compete only to the extent reasonably necessary to protect Squan from unfair competition. Contractor agrees and acknowledges that the narrow scope of restrictions imposed in the Agreement are necessary to protect Squan's legitimate business interests and are reasonable and fair.

h) Contractor's Personnel. (a) Contractor will (if requested by Squan 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. Squan 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 Squan, nor seek to be treated as employees of Squan for any purpose, including claims of entitlement to fringe benefits provided by Squan, 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 Squan; 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); (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 Squan's request and subject to applicable law, Contractor will provide documentation to Squan to verify its compliance with this Section. 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 Section limits Squan's ability to remove any Contractor personnel or subcontractor from any assignment at Squan's discretion.

j) Replacement of Contractor Personnel. 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 Squan if Squan notifies Contractor that the individual (i) is not compatible with Squan employees or any customer, (ii) has failed to comply with any applicable law, ordinance, regulation, code, or with Squan's security or work place policies or procedures (whether or not specified herein), (iii) has failed (in Squan's sole determination) to perform assignments in a timely, professional, and competent manner, or (iv) is unacceptable to Squan or any Squan 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 Squan 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 Squan 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 consent of Squan. 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 Squan 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 Section 5 below. Nothing in this Agreement shall be construed to create any contractual relationship between Squan and any Contractor subcontractor, nor any obligation on the part of Squan to pay or to ensure the payment of any money due any subcontractor.

l) Disqualification. Squan, in its absolute discretion, may refuse, with no penalties or other charges, to utilize the services of any Contractor employee or subcontractor if Squan 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 Squan'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 Squan. If there is a dispute between Contractor and Squan, 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 Squan'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 Squan under this Agreement and/or any purchase order and **for a period of one (1) year** after the date that Contractor is no longer providing any type of services to Squan 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 Squan to end his, her, and/or its relationship with Squan or to perform any work or provide any services in any capacity for any person or entity other than Squan; (ii) hire or attempt to hire, employ, or associate in business with any person employed by Squan or who has left the employment of Squan 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 Squan, with whom Contractor has or had direct or indirect contact or whose identity Contractor learned as a result of performing or potentially performing any services for Squan, to terminate, diminish, or materially alter its existing or potential business relationship with Squan in any manner; and/or (iv) interfere with any contractual business relationship between Squan and any of its customers, vendors, other contractors, or employees and, upon Squan's request, shall certify in writing to Squan 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, Squan 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 Squan 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 Squan 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 Squan employee, agent, or fiduciary or any third party, with the intent to influence the conduct of such Squan employee, agent, or fiduciary in any manner relating to the subject of this Agreement or any purchase order.

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

iv. 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; and

v. 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, Squan agrees to pay the rates and fees set forth in a purchase order issued by Squan. 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 Squan shall request in order to acknowledge full payment. 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 Squan. 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 Squan with respect to the purchase order related to such payment. Upon Squan'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 Squan shall not release Contractor from the terms of any warranties or commitments contained in this Agreement and/or any purchase order. Squan 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 Squan determines necessary to protect Squan's rights under this Agreement or to protect any job site from liens. Nothing in this Section will create any obligation on the part of Squan to make any payment to any lower tier subcontractor and no payment by Squan 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 actually performed and materials actually furnished and installed by Contractor will be detailed and timely. Unless specified in a purchase order, Squan will make a good faith effort to pay any undisputed invoice within forty-five (45) days from approval by the Squan project director of a properly prepared invoice and Contractor's submission of all required documentation, subject however to the provisions concerning retainage as described below. No payment by Squan shall operate as an approval and/or acceptance of any services provided by Contractor or any part thereof and no payment made by Squan shall be construed to be an acceptance of any defective or deficient services. Squan shall pay in a timely manner the undisputed portion of any disputed invoice. Unless otherwise agreed to in writing by Squan, for any invoice which are five thousand dollars (\$5000) or greater, Squan has the right to withhold up to twenty percent (20%) of the total amount of such invoice pending Contractor's completion and Squan's and its customer's acceptance of all work for such project or any phase thereof. No payment to Contractor shall be construed as acceptance of any portion of work performed. Contractor expressly agrees that payment by Squan's customer to Squan for any Services performed by Contractor is a condition precedent to any payment by Squan to Contractor, and Squan is under no obligation to make partial and final payments to Contractor, until and unless Squan has been paid by its customer. Contractor shall send to Squan a complete and accurate invoice with respect to any charges for the Services and/or Installation provided to Squan within ninety (90) days of the date such Services and/or Installation was provided to or performed for Squan. Contractor agrees and acknowledges that it waives the right to invoice or collect payment from Squan for any amounts not properly invoiced (including a complete failure to invoice and undercharges) within the ninety (90) day period.

c) **Documentation.** Squan reserves the right to require Contractor to furnish to Squan from time to time such written evidence as Squan may reasonably require relating to payment of all of Contractor's subcontractors, workmen, or material men or further contractors or persons who may be entitled to place a mechanics lien upon any portion of the Services and/or any Installation provided by Contractor to Squan. Contractor acknowledges that neither it, nor any of Contractor's subcontractors, workmen, or material men, shall obtain any ownership interest in any Services or deliverable, including any materials or equipment supplied by Squan, 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 material men. 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 Squan 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 material men or further contractors or persons and/or failure to make any other payment owed by Contractor.

d) **Holdbacks.** Squan 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 Squan and Contractor; or (iii) Contractor has failed to pay any of Contractor's subcontractors, workmen, or material men 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, Squan shall not be obligated to make any payments to Contractor hereunder if Squan 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 Squan chooses to withhold payment, Squan will make a good faith effort to meet with Contractor within ten (10) 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 on schedule ("Completion Date") will cause Squan to suffer economic damages which are difficult to accurately assess in advance. Accordingly, Contractor shall pay to Squan 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.

e) **Acceptance.** All Services and Installations are subject to final inspection and acceptance by Squan 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.

f) **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.** Squan 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, Squan may orally request Contractor to provide Services. If such an oral request is made, Squan shall issue a confirming purchase order or amendment to an existing purchase order within three (3) business days. Back charges against Squan will not be owed, paid, or credited unless Squan has authorized Contractor in writing to perform the revised work and/or services.

5. **Insurance**

a) 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 Squan 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, at all times hereunder:

- Commercial general liability insurance providing coverage for bodily injury, property damage, operations, independent contractors, underground explosion and collapse hazard, and for any other contractual liability. The limits of coverage for such insurance shall not be less than \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate;
- Business automobile liability insurance, including coverage for all owned, non-owned, leased, hired, and rented vehicles, with a limit of liability of not less than \$1,000,000.00, combined single limit for personal injury, including bodily injury or death, and property damage;
- Umbrella coverage providing liability insurance in excess of the coverage required under this Agreement, with a limit of not less than five million dollars (\$5,000,000);
- Worker's Compensation for the benefit of employees with insurance coverage of at least \$500,000 each accident, \$500,000 for bodily injury by accident, and \$500,000 each employee for injury by any disease; and
- 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 insurance is solely for the benefit of Contractor. Failure of Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate Squan or any of its employees for any losses of any Contractor owned or rented equipment.

b) All insurance required by this Section 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 Contractor is providing any of the services. All insurance policies of Contractor shall contain an endorsement whereby the insurance carriers agree that Contractor's insurance is primary and not contributory with or in excess of any coverage which Squan may carry. Contractor's insurance policies shall have no right of recovery or subrogation against Squan or any customer. Contractor's insurance policies shall be primary coverage for any and all losses covered by such policies and Contractor is responsible for all deductible payments under its insurance policies. Contractor shall furnish to Squan certificates of all such insurance prior to the commencement of any of the services and all insurance policies shall name "Squan Construction Services, LLC and its subsidiaries and affiliates" as an additional insured party on each of the insurance policies. If any work commences prior to Contractor submitting the required certificates of insurance to Squan, such occurrence shall not be construed as a waiver of any part of this Section or of this Agreement. The certificates of insurance and the insurance policies required by this Agreement must contain a provision stating that all coverage afforded under the policies will not be cancelled, materially altered, or allowed to expire unless Squan has received at least thirty (30) days prior written notice. Contractor shall require that all lower tier subcontractors carry proper and adequate insurance policies similar to those required in this Section for Contractor and require lower tier subcontractor to execute similar indemnification and waiver provisions prior to the commencement of any work. All insurance coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the provision of any services and until at least six (6) months after the expiration or termination of this Agreement and all purchase orders. The requirements set forth in this Section 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.

c) In the event of any insurance cancellation of any policy or insurance coverage change not acceptable to Squan, Squan reserves the right to purchase replacement insurance coverage and to charge any premium and related expense to Contractor and to deduct such cost from any amounts due or becoming due to Contractor hereunder. If any cost to Squan arises from Contractor's insurance coverage, including, without limitation, any workers' compensation insurance coverage, Contractor shall, at its expense, protect, defend, indemnify, and hold harmless Squan Indemnified Parties from and against any and all cost and expense and promptly reimburse Squan any and all costs for any assessment and/or audit including all reasonable attorney's fees.

d) Contractor acknowledges and agrees that Squan's insurance carrier(s) requires or recommends that Contractor and Contractor's subcontractors be subject to certain state-specific insurance terms, conditions, and obligations. Accordingly, in addition to the insurance obligations set forth in this Section 5 and, to the extent any of the Services and/or Installations are to be provided in New York, New Jersey, and/or Pennsylvania, Contractor shall also purchase and maintain in effect, and require all of its subcontractors engaged to provide any portion of Contractor's Services and/or Installations to purchase and maintain in effect, the insurance coverage and minimum limits of liability as set forth in Exhibit A (New York), Exhibit B (New Jersey), and/or Exhibit C (Pennsylvania), as applicable, as well as comply with all terms and conditions set forth in each of the applicable referenced exhibits. In the event of any conflict or inconsistency between or among any of the terms, conditions, and/or obligations set forth in this Section 5 and any of the terms, conditions, and/or obligations set forth in Exhibit A, Exhibit B, and/or Exhibit C, as applicable, the terms and conditions most protective of and favorable to Squan shall apply and prevail.

6. Indemnification and Limitation of Liability

a) Contractor, at its expense, shall protect, defend, indemnify, and hold harmless all Squan 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 Squan 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 Section 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.

b) Contractor acknowledges and agrees that Squan's insurance carrier(s) requires or recommends that Contractor and Contractor's subcontractors be subject to certain state-specific indemnification obligations. Accordingly, in addition to the indemnification obligations set forth in this Section 6, and to the extent any of the Services and/or Installations are provided in New York, New Jersey, Pennsylvania, Virginia, Maryland, and/or Washington D.C., Contractor further agrees that it shall provide the full scope of the indemnification and comply with all terms and conditions set forth in Exhibit A (New York), Exhibit B (New Jersey), Exhibit C (Pennsylvania), and Exhibit D (Virginia, Maryland, and Washington, D.C.), as applicable. In the event of any conflict or inconsistency between or among any of the terms, conditions, and/or obligations set forth in this Section 6 and any of the terms, conditions, and/or obligations set forth in Exhibit A, Exhibit B, Exhibit C, and/or Exhibit D, as applicable, the terms and conditions most protective of and favorable to Squan shall apply and prevail.

c) Indemnification Procedures. If an indemnified party seeks indemnification under this Agreement, the indemnified party will: (i) give prompt written notice to indemnifying party concerning the existence of the indemnifiable event; (ii) grant authority to 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: (i) an indemnified party may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) 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.

d) EXCEPT FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, ANY VIOLATION OF ANY LAW OR REGULATION BY A PARTY OR ANY OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY OR ANY OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, AND ANY PERSONAL INJURY, INCLUDING DEATH, AND/OR DAMAGE TO ANY REAL OR PERSONAL PROPERTY CAUSED BY A PARTY OR ANY OF ITS EMPLOYEES, AGENTS, 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.

e) 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 OR REAL PROPERTY CAUSED BY SUCH PARTY, ITS EMPLOYEE, AGENT, AND/OR SUBCONTRACTOR. FOR AVOIDANCE OF DOUBT, THE REFERENCE TO "SUBCONTRACTOR" IN THIS SECTION SHALL NOT APPLY TO SQUAN WITH RESPECT TO SQUAN'S USE OF ANY OF CONTRACTOR'S SERVICES, I.E., SQUAN SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACT, ERROR, OMISSION, NEGLIGENCE, AND/OR DAMAGES CAUSED BY CONTRACTOR, ITS EMPLOYEE, AGENT, AND/OR SUBCONTRACTOR.

7. **Independent Contractor Status.** Contractor is and shall at all times be an independent contractor and no employment, partnership, joint venture or other relationship 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 Squan Indemnified Parties from and against any and all loss, liability, and/or expense in connection with any of the foregoing.

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 Squan in connection with performing any Services and/or Installation under any purchase order, then Contractor will provide Squan with a written summary of such Confidential Information prior to any such disclosure to Squan.

b) **Squan's Confidential Information.** Squan'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 Squan or by a third party), whether furnished or disclosed to Contractor by Squan or any Squan Affiliate, or accessed, observed, or otherwise obtained by Contractor, its employee, agent, or subcontractor, from Squan or a Squan 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 Squan's, a Squan Affiliate's, or any of its or their respective customer's, 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 Squan or any Squan 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 Squan or any Squan 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 Squan 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 ("Receiving Party") of the other Party ("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 Squan, 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 Squan, 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 Squan, any Squan Affiliate, or any Squan customer shall be bound in writing to uphold the obligations of confidentiality set forth herein.

d) **Removal from Premises.** If any of Squan's Confidential Information must leave Squan'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 nor 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 Squan in writing of the required disclosure in order to provide Squan an opportunity to file an objection and/or seek a protective order; (ii) provide Squan with reasonable cooperation in its efforts to resist the disclosure; and, (iii) disclose only the portion of Squan's Confidential Information that is required to be disclosed under such law, regulation, or order.

9. Non-Exclusive

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

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

10. Miscellaneous

a) Squan Right to Terminate. Squan 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, the environment, at any time; or (ii) immediately upon five (5) days written notice for cause as follows: (a) for any breach of this Agreement if Squan 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 Squan, Contractor shall not be entitled to any further payments under this Agreement or any purchase order except for amounts earned for Services and Installations actually performed and accepted by Squan up to the termination date.

b) If Contractor fails to perform any Services in accordance with this Agreement and/or any purchase order, Squan 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, Squan 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 Squan is in excess of any amount owed by Squan to Contractor, Contractor shall reimburse Squan in the amount of such excess within thirty (30) days of Contractor's receipt of Squan's invoice.

c) Squan also have 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 Squan'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 Squan will pass on to Contractor any related compensation received from Squan'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 New Jersey, 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 arbitration conducted in Bergen County, New Jersey, 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 Bergen County, New Jersey. 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 and any judgment rendered by the arbitrator may be entered in any court having jurisdiction over the Parties. 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 waives any right to a trial by jury, and agrees that all disputes will be resolved exclusively through arbitration.** 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. Headings 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. 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 Squan's prior written consent, Contractor shall not advertise, disclose, or publicize the fact that Contractor has furnished, or has contracted to furnish, to Squan 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 Squan or any Squan Affiliate without the express written permission of Squan.

h) Assignment. Squan 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 Squan. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective. Any assignment of money shall be void and ineffective to the extent that: (1) Contractor fails to provide Squan at least thirty (30) days prior written notice of such assignment; and (2) such assignment attempts to impose upon Squan any obligation to the assignee additional to the payment of such money, or to preclude Squan 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) Unenforceable Terms Severed. 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 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 Squan, as Squan may reasonably request, to ensure an orderly return and transfer to Squan or Squan's designee of all tools and materials of Squan and to avoid any interruption or disruption of any Installation. Contractor acknowledges that Squan may need a period of time ("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 Squan 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 Squan). During the Ramp Down Period, Contractor will: (a) 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; (b) cooperate in an orderly and efficient transition to another entity or to Squan; and (c) negotiate in good faith with Squan a transition plan that specifies the schedule under which the Services will cease to be provided to Squan.

l) Equitable Relief. Contractor agrees and acknowledges that its failure to perform its duties under this Agreement may cause Squan to suffer irreparable injury for which Squan will not have an adequate remedy available at law. Accordingly, and notwithstanding Section 10(d) above, Squan 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. Without limiting the generality of the forgoing, the Parties specifically acknowledge that Sections 1, 2, 3, 4, 5, 6, 7, 8, and 10 shall survive the termination or expiration of this Agreement and any purchase order for any reason.

n) Counterparts/Electronic Signatures. This Agreement 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 Squan's business relationship with any Squan employee or customer that Contractor, its employee, agent, or subcontractor, learns about and/or directly comes into contact with in any capacity during the term of this Agreement and/or any purchase order and for twelve (12) months subsequent to expiration termination of this Agreement and all purchase orders for any reason.

p) Notices. Any notices under this Agreement shall be in writing and sent via certified or registered mail, return receipt requested, or by overnight courier service. Notices to Squan shall be addressed to Chief Financial Officer, Squan Construction Services, LLC, 329 Harold Avenue, Englewood, New Jersey 07631. Any notice sent to Contractor shall be addressed to Contractor's signatory unless otherwise designated below.

q) 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.

SQUAN CONSTRUCTION SERVICES, LLC [Print Contractor's Formal Name]
SQUAN HOLDING CORPORATION
[INSERT NAME OF APPLICABLE SQUAN COMPANY]

By: _____
Authorized Signature Date

Print Name

Print Title

By: _____
Authorized Signature Date

Print Name

Print Title

EXHIBIT A

New York Insurance and Indemnification Obligations

Section I- Insurance:

Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability. Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - c) Squan, each Operator, service providers, property owners or property managers, and/or any other entity that purchases Services from Squan (each, a "customer") shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11 85) or CG 20 10 (10 93) AND CG 20 37 (10 01) or CG 20 33 (10 01) AND CG 20 37 (10 01) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for Contractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - d) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
 - e) CGL coverage shall not have a residential exclusion.
- 2) Automobile Liability
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Squan and all customers shall be included as insureds on the auto policy via the use of form CA 20 48 02 99 or the equivalent.
- 3) Commercial Umbrella
 - a) Umbrella limits must be at least \$2,000,000.
 - b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- 4) Workers Compensation and Employers Liability

Employers Liability Insurance limits of at least \$500,000 each accident, \$500,000 for bodily injury by accident, and \$500,000 each employee for injury by any disease.

Waiver of Subrogation

Contractor waives all rights against Squan and all customers and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employer's liability insurance maintained per requirements stated above. Contractor's Workers Compensation policy has WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT with Squan and all customers listed on the SCHEDULE.

Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Squan.

Section II- Indemnification:

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Squan as well as all parties listed below as additional insureds, their officers, directors, agents, employees and partners (hereafter collectively "Indemnitees") from and against any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) brought against any of the Indemnitees by any person or entity, arising out of or in connection with or as a result or consequence of the performance of any of the work of Contractor, as well as any additional work, extra work or add-on work, whether or not caused in whole or in part by Contractor or any person or entity employed, either directly or indirectly by Contractor including any subcontractors thereof and their employees. The parties expressly agree that this indemnification agreement contemplates 1) full indemnity in the event of liability imposed against the Indemnitees without negligence; and 2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim which negligence is expressly excepted from Contractor's obligation to indemnify. Attorneys' fees, court costs, expenses and disbursements shall be defined without limit to include those fees, costs, etc. incurred in defending the underlying claim and those fees, costs, etc. incurred in connection with the enforcement of this Agreement. Indemnification under this Agreement shall operate whether or not Contractor has placed and maintained the insurance required under this Exhibit. Contractor shall cause all subcontract agreements it enters into to include this indemnification clause so as to ensure that Squan and all Indemnitees hereunder shall have the same protection from sub-subcontractors as is afforded by the Contractor.

EXHIBIT B

New Jersey Insurance and Indemnification Obligations

Section I- Insurance:

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) **Commercial General Liability.** Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - c) Squan, each Operator, service providers, property owners or property managers, and/or any other entity that purchases Services from Squan (each, a "customer") shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11 85) or CG 20 10 (10 93) AND CG 20 37 (10 01) or CG 20 33 (10 01) AND CG 20 37 (10 01) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for Contractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - d) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
 - e) CGL coverage shall not have a residential exclusion.

- 2) **Automobile Liability**
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Squan and all customers shall be included as insureds on the auto policy via the use of form CA 20 48 02 99 or the equivalent.

- 3) **Commercial Umbrella**
 - a) Umbrella limits must be at least \$2,000,000.
 - b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.

- 4) **Workers Compensation and Employers Liability**

Employers Liability Insurance limits of at least \$500,000 each accident, \$500,000 for bodily injury by accident, and \$500,000 each employee for injury by any disease.

Waiver of Subrogation

Contractor waives all rights against Squan and all customers and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employer's liability insurance maintained per requirements stated above. Contractor's Workers Compensation policy has WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT with Squan and all customers listed on the SCHEDULE.

Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of Contractor's Commercial General Liability Policy. These certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Squan.

Section II- Indemnification:

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Contractor, the owner, and any other party whom the Contractor has agreed to defend, indemnify and hold harmless, as well as each of their officers, directors, partners, agents, servants, employees, successors and assigns (hereafter collectively, "indemnitees") from and against any and all claims, damages, losses, costs and expenses of any kind, including but not limited to attorneys' fees, incurred by reason of any liability for damage because of bodily injury, including death resulting from such injuries, or property damage to real and personal property of any kind whatsoever, sustained by any person or persons, whether employees of Contractor or otherwise, resulting from, arising out of or occurring in connection with the performance of any of the work provided for in this Agreement and/or any purchase order, together with any change orders or additions to the work included in the Agreement and/or any purchase order.

Contractor agrees that the obligation to defend, indemnify and hold harmless, as described above, specifically includes the obligation to defend, indemnify and hold harmless the indemnitees for the indemnitees' own negligence or fault, excepting from the foregoing the sole negligence or fault of any indemnitee if prohibited by law.

Contractor agrees that the obligation to defend commences when a claim is made against an indemnitee, even if Contractor disputes its obligation to indemnify and hold harmless. The defense shall be provided through counsel chosen by the indemnitee, and Contractor agrees to pay for the defense of the indemnitee upon demand.

The obligation to defend, indemnify and hold harmless, as described above, survives completion or acceptance of any of the work. Contractor also agrees to contractually bind its subcontractors (if any) to defend, indemnify and hold harmless the indemnitees to the same extent as Contractor is obligated. This indemnification clause, irrespective of any other choice of law provision in the Agreement, shall be interpreted according to New Jersey law.

EXHIBIT C

Pennsylvania Insurance and Indemnification Obligations

Contractor shall indemnify and hold harmless Squan, each Operator, service providers, property owners or property managers, and/or any other entity that purchases Services from Squan (each, a "customer") and their agents and employees, from and against any and all demands, claims, suits, causes of action, damages, losses, penalties, and /or expenses, including attorneys' fees, arising out of or resulting from Contractor's performance of any work and/or services provided by the Agreement and/or any purchase order, regardless of whether such demand, claim, suit, cause of action, loss, penalty, or expense is incident to or arises out of conditions or omissions permitted or acts performed by an indemnitee.

Contractor shall assume the entire responsibility and liability for all damages or injury to all persons and to all property, arising out of or in any manner connected with the execution or any of the work provided under the Agreement or any purchase order and, to the fullest extent permitted by law, Contractor shall defend and indemnify Squan and all customers from all such claims including without limitation claims for which Squan and/or any customer may be or may be claimed to be liable by reason of its own independent negligence.

Contractor agrees to assume its entire responsibility and liability for all damages or injury to all persons, whether its employees or otherwise, and to all property arising out of or in any manner connected with the provision of any work and/or Services under the Agreement and/or any purchase order.

Specifically, Contractor also agrees to indemnify Squan and all customers from liability for Squan's and/or any customer's own negligence which results in harm to any of Contractor's employees.

Contractor's obligation under this Exhibit shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

Contractor shall defend and indemnify Squan and all customers from all such claims, including without limitation, claims for which the Squan and/or any customer may be or may be claimed to be liable in whole or in part, and legal fees and disbursements paid or incurred to defend any such claims, as well as legal fees paid or incurred in connection with enforcing any of the provisions of this Exhibit and/or the Agreement.

Contractor further agrees to obtain, maintain, and pay for such general liability insurance coverage as will insure the provisions of this Exhibit and other contractual indemnification assumed by Contractor in the Agreement.

EXHIBIT D

VIRGINIA, MARYLAND, AND WASHINGTON, D.C. INDEMNIFICATION OBLIGATIONS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Squan and all customers as well as all agents and employees of any of them from and against all and all injuries, claims, damages, losses and expenses, including but not limited to attorney's fees, arising directly or indirectly out of the obligations herein undertaken or resulting out of any work and/or services provided by Contractor, Contractor's subcontractors, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such injury, claim, damage, loss, and/or expense is caused in part by a party indemnified hereunder, save and except claims or litigation caused by or resulting from the sole negligence of the party indemnified hereunder.