

SUBCONTRACT AGREEMENT

This Subcontract Agreement ("Agreement") is made on this 18th day of May, 2016, by and between TESINC, LLC ("Contractor") and Modern Technologies ("Subcontractor") for the purpose of performing certain subcontract work under Contractor's primary contract (the "Primary Contract") with Verizon Corporate Services Group ("Owner"). The subcontract work includes, but is not limited to, the following services: Emergency Services (the "Work").

In consideration of the foregoing and the mutual promises and obligations set forth herein, Contractor and Subcontractor agree and bind themselves as follows:

Section 1. Contract Documents:

(a) The Contract Documents include this Agreement and any amendments or modifications thereto; any exhibits, annexes or attachments to this Agreement and the Primary Contract, including all the conditions, covenants, drawings, specifications and other documents forming or by reference made a part of the Primary Contract; and any subsequent addenda, amendments or modifications to the Primary Contract issued prior to the execution of this Agreement; and all modifications issued subsequent (collectively, the "Contract Documents").

(b) The Contract Documents, other than this Agreement, are a part of this Agreement the same as if attached to or repeated in this Agreement. Subcontractor is bound to Contractor by all of the terms and conditions in the Contract Documents that apply to the Work in the same manner that Contractor is bound to Owner under the Contract Documents. Contractor shall have the benefit of all rights, remedies and redress against Subcontractor that Owner has against Contractor under the Primary Contract. In the event of any conflict between this Agreement and the other Contract Documents, the provisions in this Agreement shall in all events govern and prevail.

(c) All of the Contract Documents are available for inspection by Subcontractor at Contractor's address identified herein. Copies of the Contract Documents applicable to the Work shall be made available to Subcontractor upon request. Subcontractor shall have no defense to a breach of a provision of any Contract Document on the ground that Subcontractor has not read such Contract Document. Subcontractor acknowledges that it has had a sufficient and reasonable opportunity to review and consider the Contract Documents.

Section 2. Performance Obligations of Subcontractor. Subcontractor shall:

(a) perform the Work within the time established by Contractor and in strict conformity with the Contract Documents;

(b) supervise and direct the performance of the Work by its employees, contractors, and vendors in strict conformity with means and methodologies appropriate for the performance of the Work at its location at the time of year prevailing and otherwise to avoid conflict, delay or interference with the work of others;

(c) have a sufficient number of qualified personnel with supervision of the Work at all times during its operations to effectively prosecute the Work, shall keep supervisory personnel on the project until completion of the Work, and shall remove unsatisfactory personnel at the request of Contractor;

(d) make all submissions required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay to the Work or to the work of others;

(e) unless provided for by Contractor, furnish the vehicles, materials, equipment and tools necessary to perform the Work in accordance with the specifications set forth in the Contract Documents, and pay promptly for all materials, equipment and labor furnished or to be furnished to the location of the Work and furnish evidence thereof to Contractor. If materials are provided by Contractor or Owner, Subcontractor shall only use such materials in connection with the Work. Subcontractor is responsible for the materials until the Work is completed in accordance with the Contract Documents and is accepted by Contractor and Owner. Any unused materials provided by Contractor shall be returned to Contractor (unless Contractor specifies another location) at the conclusion of the Work in the same condition as when provided. Subcontractor will be responsible for any damaged or missing materials;

(f) turn all Work over to Contractor free and clear of all liens, claims (including any claim related to a construction defect), or encumbrances. Subcontractor agrees it shall promptly notify Contractor of and thereafter defend, indemnify, and save harmless Contractor, Contractor's sureties, and Owner from all liens, claims and encumbrances, claim of lien or suit filed or maintained by any of Subcontractor's sub-subcontractors or suppliers. Without limiting the foregoing, Subcontractor, upon notice by Contractor, shall cause any such lien to be discharged or satisfied. If Subcontractor fails to have any such lien or encumbrance discharged or satisfied, Contractor shall have the right but not the obligation to satisfy any such lien or encumbrance whether the lien or encumbrance is valid or not and Contractor shall be indemnified from all losses and costs, including attorneys' fees, incurred as a result of such lien or encumbrance;

(g) take reasonable and prudent precautions to protect the Work and the work of others from damage or adulteration, and shall repair or pay the cost of repairing any damage caused by Subcontractor or any of its agents or subcontractors;

(h) coordinate the performance of the Work with Contractor and others working in the same vicinity;

(i) comply with all applicable federal, state, county and local laws, ordinances, rules, regulations, codes and orders of governmental and public authorities bearing on performance of the Work (collectively, "laws"), as each may be amended from time to time. Subcontractor shall also give notices and procure required permits or certificates necessary to perform its obligations under this Agreement, including but not limited to zoning requirements, zoning variances, special zoning permits, demolition permits, building permits, and street and curb permits. Subcontractor shall indemnify, defend and hold harmless Contractor for any losses, fines or other penalties, including reasonable attorney fees that may be incurred by or imposed on Contractor due to Subcontractor's failure to comply with the provisions of any applicable law;

(j) comply with all applicable federal and state immigration laws, including without limitation, the Immigration Reform and Control Act ("IRCA"). Specifically, Subcontractor agrees that it is responsible for completing IRCA verification of the identity and employment eligibility of all employees and employees of its subcontractors performing services for Contractor, that Subcontractor assumes any and all liability arising out of its failure to fully comply with IRCA and/or other employment-related immigration laws and that Subcontractor will fully indemnify and hold Contractor harmless for any and all IRCA or other immigration-related civil money or criminal penalties assessed against Contractor for services rendered by Subcontractor's employees or its subcontractor's employees, including but not limited to penalties for deficiencies in the Forms I-9, or the knowing or constructive knowing employment of an unauthorized alien, and reasonable attorneys' fees and costs incurred by

Contractor. It is the responsibility of Subcontractor, consistent with the Primary Contract, to establish the means to communicate effectively with Contractor and Owner. In the absence of English-speaking workers, Subcontractor must provide cards with the contact name and numbers of the supervisor responsible for that crew or provide some other effective communication tool. However, effective communications is the direct responsibility of Subcontractor;

(k) perform all tests and inspections called for in the Contract Documents;

(l) take reasonable safety precautions with respect to the performance of the Work and comply with all safety measures initiated by Contractor and Owner, and with all applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property, and report to Contractor within three (3) days any injuries to employees or agents of Subcontractor that occur at the project site. Non-compliance with any safety procedure may result in a fine up to but not exceeding \$500.00 for each occurrence, at Contractor's discretion, depending upon the frequency and severity of the violation. After the occurrence of three (3) of the same safety violations (i.e., hard hats, traffic control, shoring, etc.), Contractor may terminate this Agreement without any notice to Subcontractor. Further, Subcontractor certifies that, to the extent required, it has provided the necessary OSHA (as defined below) job safety and health training to all employees working on the project site and will require the same of sub-subcontractors or materialmen working on the project site. These liquidated damages are a good faith and reasonable pre-estimate of Contractor's actual damages and are not considered to be a penalty;

(m) timely pay all withholding, social security, disability, unemployment, excise, sales, use, or other taxes or insurance as required under federal or state law or regulation, except such sales and use taxes applicable to material and other items furnished by Contractor or Owner. In addition, Subcontractor shall timely pay all fees and any labor supply licenses if required in connection with the Work and/or as required by law. Subcontractor shall comply with all federal, state, and local laws, codes, regulations, safety rules, standards, ordinances and/or statutes (including those addressing minimum wage and overtime wages), hire and/or use only employees who have and tender to Subcontractor written documentation proving eligibility to work in the United States, and provide all employees with a remittance advice (paystub) with each paycheck reflecting the calculation of wages paid. Subcontractor shall indemnify, defend, and hold Contractor and Owner harmless from any fees, losses, expenses, including attorneys' fees, fines, damages, claims, or penalties arising out of or caused by Subcontractor's noncompliance with this Section. Subcontractor shall maintain appropriate records on all of its employees;

(n) at all times keep the worksite and surrounding area free from accumulation of trash, debris, waste materials or rubbish caused by performance of the Work;

(o) hire licensed vendors to complete background checks and drug screens for all employees, agents and contractors who will perform the Work in accordance with Section 9(d); and

(p) provide to Contractor a completed Form W-9 as required by the United States Internal Revenue Service upon Subcontractor's execution of this Agreement.

Section 3. Warranty. Subcontractor warrants to Contractor and Owner the following:

(a) The Work will be new, of good quality, free from defects and in strict conformity with the Contract Documents. Subcontractor further warrants that all materials and equipment furnished and incorporated into the Work shall be new unless otherwise specified. Work not conforming to these standards, including substitutions not properly approved or authorized in writing, shall be considered

defective. The failure of Contractor or Owner to inspect, to test or to discover defective workmanship, materials or equipment shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents and shall not prejudice the rights of Contractor or Owner to reject or require correction of the same. Costs of correcting such defective Work, whether discovered before or after final payment, and any damage to other Work or other property caused or made necessary thereby, including additional testing and inspections, the cost of uncovering and replacement, and compensation for professional services and expenses made necessary thereby, shall be at Subcontractor's expense.

(b) If within one (1) year after completion of the Work, or as provided by applicable law as to latent defects, any of the Work is found to be defective or not in accordance with the Contract Documents, Subcontractor shall correct it promptly upon notice from Contractor. This obligation shall survive final payment by Contractor and termination of this Agreement.

Section 4. Time is of the Essence:

(a) Subcontractor acknowledges and agrees that its obligations under this Agreement and the timely performance and completion of the Work are of the essence. Contractor may, from time to time, establish and change scheduling requirements for the completion of a part or all of the Work. Subcontractor shall comply with Contractor's requirements as to timely performance and, if necessary, employ additional crews and work overtime without additional compensation. Subcontractor shall procure and store the materials needed to perform the Work so as not to delay Contractor's schedule of completion of the Work. In the event Subcontractor's performance delays Contractor's performance of the Work, Subcontractor shall have breached this Agreement and shall be responsible for any and all damages or loss suffered by Contractor and resulting therefrom, and shall indemnify, hold harmless and defend Contractor from any and all loss (including, but not limited to, Contractor's attorneys' fees), costs and any and all damages (liquidated and/or actual), imposed, assessed or claimed by Owner and attributable in any way to Subcontractor's delay.

(b) If Subcontractor is delayed in the performance of the Work by conditions that could not be foreseen by Subcontractor and that are beyond the reasonable control of Subcontractor, then Contractor will grant Subcontractor a reasonable extension of time, provided that Subcontractor applies in writing for such an extension of time within ten (10) days after the commencement of the delay. If Subcontractor fails to apply in writing for such an extension within ten (10) days after the commencement of the delay, Subcontractor waives the right to an extension of the contract time. Contractor and Subcontractor agree, and Subcontractor acknowledges, that the contract amount is based upon the fact that Contractor shall not be liable to Subcontractor for any damages, costs or expenses incurred by Subcontractor due to delays, acceleration, non-performance, interference with performance, suspensions or changes in the performance or sequence of performance of the Work. Subcontractor will not be entitled to any damages or other monetary compensation for delay even if such delay is caused, or partly caused, by Contractor or Owner.

Section 5. Change Orders. Without invalidating this Agreement or any provision hereof, Owner or Contractor may from time to time, by written directive to Subcontractor, require Subcontractor to make changes in the Work (both additions and deletions), and the changed work shall be part of the Work. A "Change Order" to this Agreement is a written modification of the terms and conditions of the Agreement signed by both parties. Subcontractor shall not proceed with changed work unless it first receives a Change Order.

Section 6. Independent Contractor:

(a) Subcontractor shall at all times be an independent contractor and not an employee, partner or agent of Contractor, or engaged in a joint venture with Contractor. As such, the parties to this Agreement understand that Contractor has engaged Subcontractor solely to deliver a result and that Contractor has no power, control or authority over the method, manner or means by which Subcontractor performs the Work. The Contract Documents shall not be construed as creating any contractual relationship between Subcontractor and Owner (except to the extent Owner is an express third party beneficiary of some of the provisions of this Agreement) or between Subcontractor and any consulting engineer or other professional engaged by Owner or Contractor.

(b) Subcontractor shall be responsible for supervising and directing the work of Subcontractor's employees and for others acting at Subcontractor's direction and/or directly or indirectly on Subcontractor's behalf and for ensuring that all of Subcontractor's employees and such other persons comply with the terms and conditions of this Agreement. Subcontractor shall be responsible for Subcontractor's own labor relations with any labor organization and Subcontractor shall not purport to bind Contractor or any customer of Contractor or any affiliate of either to any labor union. Subcontractor shall maintain labor peace and harmony for the duration of the Work.

(c) Subcontractor shall be responsible for the performance and actions of Subcontractor's employees and others acting at Subcontractor's direction or on Subcontractor's behalf. Subcontractor will be deemed to have performed any act or omission of such persons under this Agreement and Contractor shall be entitled to all remedies available under this Agreement or at law or equity. Nothing in this Agreement shall be construed to prohibit Contractor or its affiliates from also seeking remedial action against Subcontractor for its act or omission.

(d) Persons furnished by Subcontractor under this Agreement shall not be entitled to any benefits that Contractor provides to its own employees and Subcontractor shall indemnify, defend and hold harmless Contractor against any claims alleging that any of Subcontractor's employees or subcontractors are employees of Contractor, or that any of same are entitled to (i) Contractor's benefits, or (ii) additional compensation or benefits from Contractor.

Section 7. Indemnity/Duty to Defend:

(a) Subcontractor shall defend, indemnify and hold harmless Contractor, Owner, Owner's lender(s), and their respective parents (direct or indirect), subsidiaries, affiliates, officers, directors, agents, servants and/or employees (each an "Indemnified Party" and collectively, the "Indemnified Parties") from and against all liability, damage or injury of any kind or nature whatsoever to all persons, whether employees of Subcontractor or otherwise, and to all property including all settlement sums, losses and expenses, including attorneys' fees, suffered by any Indemnified Party, which are caused by, result from or arise out of Subcontractor's (i) performance or nonperformance of this Agreement and the Work, (ii) breach of this Agreement or (iii) violation of any applicable law; whether or not such claims are based upon an Indemnified Party's alleged active or passive sole negligence or participation or upon any alleged breach of any statutory duty or obligation on the part of an Indemnified Party, Subcontractor agrees to the aforesaid indemnification. In addition, Subcontractor expressly agrees to defend, indemnify and hold harmless the Indemnified Parties from and against any and all liabilities and claims which may be asserted against any Indemnified Party by an employee or former employee of Subcontractor for which Subcontractor's liability to such employee or former employee would otherwise be limited to payments under state workers' compensation or similar laws. In furtherance to, but not in limitation of, the indemnity provisions in this Agreement, Subcontractor hereby expressly and specifically agrees that its obligations to defend, indemnify and hold harmless the Indemnified Parties shall not in any way be

affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability under state workers' compensation laws.

(b) Subcontractor shall, at its own expense, defend the Indemnified Parties against any claim, or any legal proceeding which may invoke Subcontractor's obligations under this Agreement. Subcontractor's duty to defend the Indemnified Parties shall apply whether such claim or legal proceeding is brought only against any or all of the Indemnified Parties, either separately or jointly with Subcontractor. Subcontractor shall reimburse each Indemnified Party for any legal expenses and attorneys' fees incurred in enforcing Subcontractor's obligations and/or the indemnity granted to them under this Agreement.

Section 8. Contract Amount. Contractor shall pay Subcontractor the prices and costs for work, materials, and supplies only as set forth in Exhibit A, as consideration for Subcontractor's compliance with the covenants, conditions and terms of this Agreement, including, but not limited to, Subcontractor's full performance of the Work in accordance with the Contract Documents. Subcontractor shall not be entitled to any increase in the contract amount unless a Change Order has been accepted by the parties. Subcontractor shall not be entitled to any increase in the contract amount due to price escalation of materials and/or labor costs.

Section 9. Conditions Precedent to Payment. As a condition precedent to Subcontractor's right to receive payment:

(a) Subcontractor shall furnish Contractor with signed waivers of lien from all of its subcontractors and laborers complying with the requirements of all applicable mechanic lien laws and such other evidence as may be reasonably required by Contractor or Owner to substantiate payment.

(b) Subcontractor shall keep full and detailed records to confirm compliance with the obligations of this Agreement in form satisfactory to Contractor. Contractor shall be afforded access to, and shall be permitted to audit and copy, Subcontractor's records, books, correspondence, instructions, drawings, receipts, employment records, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Agreement. Subcontractor shall preserve such documents and records referred to herein for a period of three (3) years after final payment, or for such longer period as may be required by law. Subcontractor agrees that the auditor of the state in which the Work is performed or any authorized representative of the state, and, where applicable, the Comptroller General of the United States or any other representatives of the United States Government, shall have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of Subcontractor relating to orders, invoices, payments or Subcontractor's performance pursuant to this Agreement. Subcontractor shall not impose any charges for access to its books and records regarding its performance under this Agreement, and shall fully cooperate with authorized representatives in the examination or audit of books and records.

(c) Contractor shall have received payment from Owner for the applicable Work.

(d) Subcontractor has verified that all workers assigned to Contractor's worksite have a valid driver's license, meeting all driving requirements of the issuing state and Department of Transportation ("DOT"), when applicable.

(e) All paperwork required by Contractor from Subcontractor has been completed, submitted to, and approved by Contractor. "Required paperwork" shall include but not be limited to (a) a Form W-9, (b) this Agreement, and (c) a proper certificate of insurance.

Section 10. Payment Procedure. Subcontractor agrees that the following payment procedure shall govern all payments made hereunder:

(a) *Invoicing.* No later than Monday of each week, Subcontractor is to submit an invoice or daily billing sheet for the portion of the Work completed through the preceding Saturday. The invoice or daily billing sheet shall be prepared in duplicate and submitted to Contractor's supervisor for review and approval. After approval, Contractor shall pay Subcontractor within thirty (30) days for the invoice generated or presented, less the amount set forth in Exhibit B (the "Retainage"). As a material part of the consideration under this Agreement, Subcontractor agrees to satisfy any Deficiencies in Retainage (as hereinafter defined) out of or from any Retainage held or owed to Contractor as a result of Work performed hereunder or being performed by Subcontractor under a separate agreement. This provision will survive the termination of this Agreement for one (1) year. Acceptance of final payment by Subcontractor shall act as a release of all claims of Subcontractor or any person claiming under or through Subcontractor against Owner, Contractor, Contractor's surety, if any, in any way related to the Work. As used herein, "Deficiencies in Retainage" shall mean an insufficient amount of Retainage withheld under this Agreement to satisfy any and all claims that result from the performance or non-performance of the Work, regardless of whether such deficiencies become known to Contractor or Owner after final acceptance of the Work. As a condition precedent to Contractor's payment for the invoice(s), Owner must first accept the Work performed by Subcontractor and pay Contractor for the Work. In the event Subcontractor requests payment earlier than the thirty (30) day period set forth in this paragraph, provided Contractor makes payment within ten (10) days from the approved invoice date, Contractor will be entitled to a two percent (2%) discount on each such invoice.

(b) *Payments Held in Trust.* Subcontractor shall hold all payments made to it by Contractor in a trust account to be applied first to the payment of its employees, subcontractors, laborers, and suppliers of materials or services used for or in connection with the Work, including, without limitation, any amount payable in taxes on account of the Work or labor supplied and to any applicable employee benefit plan. Subcontractor shall apply all payments from Contractor in the preceding manner before using any part thereof for any other purpose.

(c) *Joint Checks.* Contractor shall have the right, at its sole discretion, to make any payments to be made hereunder in the form of checks payable jointly to Subcontractor and any unpaid sub-subcontractor, suppliers or materialman. If Subcontractor shall fail to pay when due any payments for labor, supplies, materials or services furnished in connection with the performance of the Work, Contractor may, after five (5) days written notice to Subcontractor, directly pay the amount of such liabilities and recover the amount thereof from Subcontractor, directly or by the deduction of such sum from any amounts then or thereafter due to Subcontractor hereunder. If the remaining contract amount is insufficient to cover such costs, Subcontractor shall reimburse such costs to Contractor immediately upon written demand therefor.

(d) *Right to Withhold Payment for Defective Work.* In addition to Retainage, Contractor shall have the right to withhold payment for defective Work not remedied, failure of the Work to conform to the Contract Documents or other failure of Subcontractor to comply with the terms and conditions of the Contract Documents. Contractor shall be entitled to withhold such amount as may be necessary, in Contractor's good faith opinion, to protect Contractor from loss due to such defects, non-performance or failure to comply with the Contract Documents. If such deficiencies are not promptly corrected after Contractor provides written notice to Subcontractor, Contractor may correct such deficiencies at Subcontractor's expense and deduct all costs incurred from payment due to Subcontractor. The withholding by Contractor of any amounts otherwise due to Subcontractor shall not enable Subcontractor to stop the Work or terminate this Agreement.

Section 11. Insurance. Before Contractor makes any payment to Subcontractor under this Agreement and before Subcontractor performs any Work, Subcontractor shall deliver to Contractor certificates of insurance in accordance with the policies, coverages and limits of liability set forth on Exhibit C. Subcontractor waives all rights against Contractor and Owner, 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 employers' liability insurance maintained per the requirements stated in Exhibit C.

Section 12. Subcontractor's Covenants and Representations. Subcontractor, in addition to its obligations as set forth in the Contract Documents, covenants, represents and warrants to Contractor that:

(a) Subcontractor shall not permit employment either directly or indirectly of unfit persons or persons not skilled in tasks assigned to them. Subcontractor shall fully comply with any written certification policy promulgated by Contractor, whether such certification policy applies to requirements for operating certain types of equipment, performing certain kinds of tasks or any other matter. Subcontractor shall not allow any worker to perform a job for which he or she is not certified or licensed if certification or licensure is required by law. Subcontractor shall ensure that its employees, agents and representatives shall not engage in actions that may detrimentally affect Contractor's reputation. Subcontractor personnel are prohibited from carrying weapons or ammunition onto Contractor's or Owner's premises or using or carrying weapons while performing assigned work.

(b) Subcontractor shall be exclusively responsible for the occupational safety and health of its employees and agents while engaged in the performance of the Work, shall protect against property damage and personal injury at all locations, and shall take all reasonable safety precautions with respect to its performance of this Agreement and represents that it shall take all necessary precautions while performing its work to ensure the safety of its employees, and the employees of other subcontractors or entities on the job site. Subcontractor shall follow all requirements of Contractor's and Owner's safety policies and ensure compliance with the Occupational Safety and Health Act of 1970 ("OSHA") and all regulations issued thereunder; all applicable state occupational safety and health acts and any applicable regulations promulgated thereunder; and any other lawful orders of any public authorities bearing on the safety of persons or property or their protection from damage, injury or loss; as well as any safety or health programs published by Contractor or Owner. Contractor reserves the right to give Subcontractor notice of any unsafe employees from the job site and Subcontractor shall remove such employees within the time specified by such notice. Contractor shall have the right to stop the Work and/or correct such practices, equipment or devices at Subcontractor's expense. Subcontractor shall employ competent persons on each job site capable of identifying unsafe hazards and whose duty shall be to ensure that OSHA and the regulations issued under OSHA and all other laws, regulations, customs and practices are followed and that all reasonable steps necessary to avoid or abate any hazards associated with the Work are taken. Such persons shall have the authority to take prompt corrective measure to correct such hazards, to receive notices of unsafe work practices, equipment, devices or employees as provided herein and to carry out the responsibilities of a "competent" or "qualified" person as required by law or regulation.

(c) If hazardous substances of a type of which an employer is required by law to notify its employees are being used by Subcontractor, its sub-subcontractors or anyone directly or indirectly employed by them, Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to Contractor in sufficient details and time to permit compliance with such laws by Contractor and other contractors and subcontractors and other employers on the site.

(d) In the event Subcontractor encounters on the site materials reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which have not been rendered harmless, Subcontractor

shall immediately stop its work in the area affected and report the condition to Contractor in writing. Subcontractor's work in the affected area shall resume in the absence of asbestos or PCB, or when it has been rendered harmless by Owner, by written agreement of Contractor and Subcontractor, or in accordance with final determination by Owner.

(e) Without limiting and in addition to the indemnity described in Section 7, Subcontractor agrees to indemnify and hold harmless Contractor for all claims, citations, complaints, damages, fines, penalties, attorney fees and costs arising under or connected with OSHA and the regulations issued thereunder, or any of the other laws, regulations, customs, and practices associated therewith, which amounts may be deducted from monies due Subcontractor. If the remaining contract amount is insufficient to cover such costs, Subcontractor shall reimburse such costs to Contractor immediately upon written demand therefor.

(f) Subcontractor shall maintain the applicable state contractor's license and any other licenses, permits or approvals necessary to perform the Work and, upon Contractor's request, provide Contractor with evidence of such license, permit or approval.

(g) Subcontractor affirms that all employees, laborers and contractors rendering services to Contractor have completed IRCA I-9 verification and that Subcontractor is responsible for re-verifying employment eligibility per the Form I-9 where applicable.

(h) All individuals performing Work have valid drivers' licenses, meeting all federal (including DOT where applicable), state, and local laws.

(i) For each of the employees that Subcontractor wishes to assign to perform Work for Contractor, Subcontractor shall certify to Contractor that it has conducted (or caused to be conducted) a background check as described herein (collectively referred to as "background checking"). For purposes of this Section 12(i) and its related subsections below, "employee" shall include Subcontractor's employees and any of Subcontractor's contract personnel; and "assign" shall include training for Work to be provided to Contractor, unless otherwise agreed to by Contractor. Where permitted by law and to the extent required by Owner, Subcontractor shall conduct one or more of the following: (i) a Federal and state check for felony and misdemeanor criminal convictions (or the equivalent thereof under relevant law) in all locations where the assigned employee has resided, has been employed, or has attended school in the immediately preceding seven (7) years, (ii) a check of U.S. Government Specially Designated National (OFAC) and export denial lists, (iii) a check of the employee against the National/State Sex Offender Registry, (iv) drug testing consisting of an eleven-panel urine analysis drug screen, (v) verification of the highest college diploma, degree or certificate earned, (vi) verification of employment history, (vii) verification of the name to which the employee's Social Security Number is attributed and (viii) verification of the employee's legal right to work.

i. Subcontractor shall comply with all applicable laws in conducting the background check specified in this Section 12(i), including but not limited to securing from each employee who performs Work for Contractor such employee's written consent to perform the background checking specified in this Section 12(i) and to disclose the results thereof to Contractor upon Contractor's request.

ii. Without prior review and consent of Contractor, Subcontractor shall not assign any employee to perform Work for Contractor if such employee (a) has been convicted of a felony within the last seven (7) years or a misdemeanor (or the equivalent thereof under relevant law) within the last three (3) years, which, following a review under applicable law and considering all relevant facts and circumstances, Subcontractor concludes the circumstances of which are directly

job-related to the assignment at the Contractor and therefore makes the employee unsuitable for that assignment at the Contractor, or is on the national or any state Sex Offender Registry, or for whom a warrant is outstanding, or for whom a felony or misdemeanor charge is currently pending, or is on a U.S. Government Specially Designated National or export denial list, or (b) has a confirmed positive test result from the drug screening in Section 12(i)(iv) above, or (c) does not have the legal right to work in the jurisdiction in which the employee will be performing Work for Contractor.

iii. Subcontractor understands and agrees that in accordance with Section 13(d), to the extent that the Contract Documents (including specifically, any requirements of Owner set forth therein with respect to background checks), provide for any background check procedures which are more restrictive than the background check procedures set forth above, such more restrictive background check procedures shall govern Subcontractor's obligations with respect thereto.

(j) Should the Work involve excavation or construction, Subcontractor shall timely notify all utility companies and others who may have underground facilities in the vicinity of the Work. Subcontractor shall obtain appropriate information on the location of buried cable and utilities prior to performing any Work. Subcontractor shall locate, expose, and protect from damage all existing underground facilities, including electrical, telephone, water, gas, sewer or other utilities. Subcontractor has assumed the risk of damage to underground facilities in its price and shall not be entitled to any extra or additional compensation with respect thereto. Subcontractor is responsible for maintaining locate tickets until the Work is complete. Subcontractor must notify Contractor and the owner of the damaged facility as soon as possible after damage occurs. Subcontractor shall comply with all federal, state, and local laws regarding the location of underground utilities, as well as excavation or construction services.

(k) Subcontractor hereby absolutely waives and releases any and all liens, claims or right to file a lien on all Contractor or Owner properties, real and personal, including, but not limited to, equipment, buildings, lines, and poles, upon which Subcontractor or its employees, agents or subcontractors have performed labor or supplied material (or both), pursuant to statutes of the state where the Work was performed relating to mechanic's liens. At any time, as a condition precedent to any payment to Subcontractor, Contractor may require Subcontractor to execute or have executed by any of its sub-subcontractors, suppliers or materialman, a lien or bond waiver form.

(l) In the event that any lien or other encumbrance of any kind is placed on the materials or Work provided by Subcontractor or any person acting at Subcontractor's direction or directly or indirectly on Subcontractor's behalf, such occurrence shall be deemed a breach of this Agreement. In such case, Contractor may terminate this Agreement without any liability to Subcontractor, except for Work already furnished and accepted by Contractor. Subcontractor agrees to reimburse Contractor for any additional costs incurred by Contractor due to such occurrence, in addition to Subcontractor's obligations under Section 7 herein.

(m) Subcontractor understands that the laws, requirements, and provisions from the Primary Contract flow down and are applicable to Subcontractor, the Work, Subcontractor's employees, Subcontractor's subcontractors, and their work. Subcontractor understands and agrees that such laws, requirements, and provisions cannot be amended or modified by Contractor or Subcontractor, unless done in writing and unless such modification does not conflict with the laws, requirements, and provisions applicable to the Primary Contract. Subcontractor further represents that it is not relying on Contractor regarding what federal, state, county, municipal, and local laws, ordinances, rules, regulations, codes, and any other orders of governmental or public authorities apply to the Work. Subcontractor further represents that it has had an opportunity to seek advice of counsel regarding what the laws may be and how to comply with such laws. Subcontractor also represents that it knows and understands that the laws

may be amended and/or change from time to time, and that it is Subcontractor's responsibility to maintain compliance with the laws.

(n) Subcontractor agrees to comply with Contractor's Supplier Code of Conduct and Contractor's Sustainable Procurement Policy, as each of the same may be updated from time to time.

Section 13. Subcontractor Submittals. Contractor may, at any time in its sole discretion, require from Subcontractor and Subcontractor shall submit to Contractor any of the following submittals (collectively, "Submittals") in a form satisfactory to Contractor:

(a) Certificates from providers evidencing that all bonds and insurance required by the Contract Documents are in full force and effect;

(b) Satisfactory evidence that Subcontractor is in compliance with all government, administrative, reporting or accounting requirements of the Contract Documents;

(c) Satisfactory evidence that neither Subcontractor nor any person or entity claiming under or through Subcontractor has placed or has the right to maintain a lien or other claim against Owner, Contractor, Contractor's surety, if any, or the Work, including a sworn certification of payment and releases of liens filed by suppliers or persons working under or on behalf of Subcontractor on forms specified by Contractor;

(d) Satisfactory evidence that all individuals performing Work have completed a background check and drug test in accordance with the terms herein and the Contract Documents;

(e) Affidavit stating that all persons working for Subcontractor have been paid in full for any labor, materials, supplies or services provided in connection with the Work, including, without limitation, any taxes, benefits or government charges with respect thereto; and

(f) Contractor may withhold payment of any invoice until Subcontractor provides a requested Submittal.

Section 14. Assignment. Subcontractor shall not assign this Agreement nor subcontract the whole or any part of the Work or this Agreement without the written consent of Contractor. Subcontractor shall not assign any amounts due or that may become due under this Agreement without the written consent of Contractor. Any such assignment without the consent of Contractor shall be void, and Contractor, at its option, may terminate this Agreement. Contractor shall have the right to approve and/or remove any and all subcontractors of Subcontractor.

Section 15. Termination:

(a) *Termination for Cause.* Subcontractor shall perform the Work in accordance with this Agreement and the Contract Documents so that the result contracted for is reasonably satisfactory to Contractor and Owner. If Subcontractor fails within seven (7) calendar days following written notice by Contractor to fulfill Subcontractor's obligations under this Agreement, Contractor, in addition to any lawful remedies, may terminate this Agreement or Contractor may complete the Work or correct any deficiencies by alternate means. As to the latter, if the expenses or costs borne or incurred by Contractor to complete the Work or correct any deficiencies exceed any amount due Subcontractor from Contractor under this Agreement, Contractor has the right to offset the amount due by excess expenses and seek any balance from Subcontractor. Upon receipt of a written notice of termination, Subcontractor shall (i) suspend all operations at the site as directed by Contractor in the notice, (ii) take such action as is

necessary or otherwise directed by Contractor to protect and preserve the Work, and (iii) to the extent possible without committing an act of breach, terminate all existing sub-subcontracts and purchase orders and refrain from entering into additional sub-subcontracts and purchase orders.

(b) *Termination for Convenience.* Contractor may terminate this Agreement if (i) Owner terminates the Primary Contract, or (ii) for Contractor's convenience. In the event of either (i) or (ii) above, Subcontractor's exclusive remedy shall be to receive payment for all conforming and accepted Work performed by Subcontractor up to the effective date of the termination. Subcontractor shall not be entitled to receive payment for any work not performed and shall not be entitled to profit or overhead on work not performed.

(c) Contractor may elect at any time to convert a termination for convenience into a termination for cause.

Section 16. Limitation on Remedy. In the event of a breach of this Agreement by Contractor, Subcontractor agrees that its sole and exclusive remedy shall be the recovery of actual and direct damages only. In no event shall Contractor be responsible for consequential, multiple, indirect, incidental, exemplary, or punitive damages, or for any special statutory remedies, penalties or attorneys fees.

Section 17. Non-Competition and Non-Solicitation:

(a) For so long as Subcontractor is performing the Work and for a period of two (2) years after Subcontractor ceases performing the Work, for any reason whatsoever, Subcontractor shall not, either directly or indirectly, on Subcontractor's own behalf, or, on behalf of others, (i) engage in, own any interest in, manage, operate, gain control of, consult with, finance or otherwise participate in, (ii) solicit to or on behalf of any Competing Business (as hereinafter defined), or (iii) attempt to solicit, divert, or appropriate to or on behalf of any Competing Business, any business of Contractor from any customer of Contractor with whom Subcontractor has had material contact in furtherance of Contractor's business during the last two (2) years within which Subcontractor was performing the Work.

(b) The territory covered by this Section is the state or states in which Contractor, or its affiliates or subsidiaries, as applicable, conduct business.

(c) For the purposes of this Section: (i) "customer" shall mean a customer who has obtained products or services from Contractor within the last two (2) years and has not advised Contractor of a decision to no longer obtain products or services from Contractor, (ii) "material contact" shall mean contact between Subcontractor and the Customer that was intended to further the business relationship between Contractor and the customer, and (iii) "Competing Business" means any business organization of whatever form engaged, in whole or in relevant part, in any business or enterprise which is the same as, or substantially the same as, the business of Contractor, or any of Contractor's affiliates or subsidiaries, as applicable.

Section 18. Confidential Information and Trade Secrets:

(a) Subcontractor will hold all Confidential Information (as hereinafter defined) in trust and strictest confidence, and will not use, reproduce, distribute, disclose, or otherwise disseminate Confidential Information, or any physical embodiments thereof, and may in no event take any action causing or fail to take action necessary in order to prevent any Confidential Information disclosed to or developed by Contractor to lose its character or cease to qualify as Confidential Information. This obligation commences when Subcontractor first comes into possession of Confidential Information and

continues for a period of four (4) years after Subcontractor ceases performing the Work for which such Confidential Information was provided to or developed by Subcontractor or Contractor under this Agreement.

(b) During the term of this Agreement and following termination of it (until such time as they are no longer Trade Secrets under applicable state laws), Subcontractor will hold all Trade Secrets (as hereinafter defined) in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Trade Secrets, or any physical embodiments thereof, and may in no event take any action causing or fail to take action necessary in order to prevent any Trade Secrets disclosed to or developed by Subcontractor to lose its character or cease to qualify as Trade Secrets.

(c) "Confidential Information" means information related to the operation and business of Contractor, which derives economic value, actual or potential, from not being generally known to or readily ascertainable by others, and which is not a Trade Secret. Assuming the foregoing criteria are met, Confidential Information includes, but is not limited to, the following: compilations of information concerning pending or potential transactions within the business of Contractor that if pursued by Contractor would or could result in a fee or income to Contractor; compilations of information concerning Contractor's customers and prospective or potential customers; compilations of service manuals; Contractor's pricing information; compilation of information related to Contractor's vendors and suppliers, including the identity of Contractor's vendors and suppliers; compilation of Contractor's vendor and supplier pricing; Contractor's financial, marketing and sale information; proposals submitted to customers or potential customers of Contractor, including the services requested or preferred by Contractor's customers; Contractor's methods and procedures of operation; the composition, description, schematic or design of software or other products, future products or equipment of Contractor; communication systems, audio systems, system designs and related documentation; systems, processes and methodologies used by Contractor to conduct the business of Contractor; and the amounts paid by Contractor's customers for services rendered by Contractor. Confidential Information shall also include information which has been disclosed to Contractor by any third party, and, as to which, Contractor has an obligation to the third party to treat as confidential.

(d) "Trade Secrets" means all information that constitutes trade secrets as defined by the Uniform Trade Secrets Act and other applicable laws of the state where the Work is conducted.

Section 19. Notices. All notices, requests, claims, demands, and other communications under this Agreement shall be in writing and shall be given by delivery in person, facsimile or registered or certified mail to the respective parties at the following addresses:

If to Contractor:

TESINC, LLC

5905 Breckenridge Pkwy, Suite F

Tampa, FL 33610

Attention: William J. Ptak

Office: 813-623-1233

Fax: 813-623-1233

Email: wptak@tesinllc.com

If to Subcontractor:

Modern Technologies

3592 Broadway Unit 22

NY, NY, 10031

Attention: Williams Jomo

Office: 978 592 2745

Fax: _____

Email: nyswebcash@gmail.com

Section 20. Amendment. This Agreement may be amended only by a written instrument signed by Contractor and Subcontractor.

Section 21. Waiver of Breach. The waiver by either party of a breach of any provision in this Agreement shall not operate or be construed as a waiver by such party of any subsequent breach.

Section 22. Headings. The descriptive headings in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement.

Section 24. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any and all prior and contemporaneous agreements between the parties relating to the subject matter of this Agreement. There are no courses of dealing, courses of performance or usages of trade which constitute a portion of the parties' agreement-in-fact.

Section 25. Governing Law. The interpretation, construction and enforcement of this Agreement shall be governed by the laws of the jurisdiction where the Work is to be performed under this Agreement.

Section 26. Facsimile Signature. Any party transmitting its signature by facsimile or portable document format (".pdf") shall be deemed to have accepted and adopted such facsimile or .pdf signature as such party's original signature and that same is sufficient to bind such party to this Agreement as if such party's original handwritten signature is attached hereto. It is the intention of the parties, however, that a facsimile or .pdf signature is binding from the time it is telecopied or transmitted for attachment to this Agreement and that any person may rely on the authority thereof for implementing the provisions of this Agreement.

Section 27. Remedies. Duties and obligations imposed by this Agreement and the Contract Documents, and the rights and remedies available thereunder, shall be in addition to, and not a limitation of, duties, obligations, rights and remedies otherwise imposed or available by law. Contractor's remedies shall be cumulative and Contractor's failure to exercise a particular remedy shall not constitute a waiver of a right or duty afforded Contractor herein or pursuant to applicable law. Subcontractor agrees that the covenants contained in this Agreement are reasonable and necessary to protect and preserve the interests and properties of Contractor and the business of Contractor; and that irreparable loss and damage will be suffered by Contractor should Subcontractor breach any of such covenants. Therefore, Subcontractor agrees and consents that, in addition to all the remedies provided at law or in equity, Contractor shall be entitled in a court of law to a temporary restraining order and temporary and permanent injunctions to prevent a breach or threatened breach of any of the covenants. Subcontractor waives and will not (i) assert any defense that Contractor has an adequate remedy at law with respect to the breach, (ii) require that Contractor submit proof of the economic value of any Trade Secret or Confidential Information, or (iii) require Contractor to post a bond or any other security. Further, Contractor and Subcontractor acknowledge and agree that any claims by Subcontractor against Contractor hereunder or otherwise shall not constitute a defense to injunctive relief as to the enforcement of this Agreement. In the event that Contractor is forced to bring suit to enforce the provisions of this Agreement, Contractor shall be entitled to recover attorneys' fees and costs of litigation in addition to all other remedies available at law or in equity.

Section 28. Survival. Unless otherwise stated, and to the extent permitted by applicable law, all rights of Contractor hereunder and all obligations and duties of Subcontractor hereunder shall survive termination or completion of this Agreement.

Section 29. Severability. Contractor and Subcontractor agree that each of the provisions included in this Agreement is separate, distinct, and severable from the other and remaining provisions of this Agreement, and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement. If any provision of this Agreement is found by any court with jurisdiction to be less than fully enforceable, then each such provision shall be deemed amended or modified to the fullest extent permitted under applicable law. Any such amendment or modification does not alter or amend any other provision of the Agreement, which otherwise remains in full force and effect. The existence of any claim, demand, action, or cause of action of Subcontractor against Contractor shall not constitute a defense to the enforcement by Contractor of any of the covenants or obligations of Subcontractor set forth in this Agreement.

The parties have executed this Agreement as of the date indicated above.

CONTRACTOR:

TESINC, LLC

By: _____

Name: William J. Ptak

Title: President

SUBCONTRACTOR:

Insert name

By: J. M. Williams

Name: J. M. Williams

Title: Owner

Subcontractor's Taxpayer Identification

Number: TF-437163

Exhibit A

Pricing

See Attached Pricing.

VZ 2016**SUPERVISOR****Base Rate**

MD VA PA DE MA RI UPSTATE NY	\$75.00
DC	\$75.00
BOSTON	\$80.00
PITTS PHILIA NJ LI WESTCHESTER NY	\$80.00
NYC	\$90.00

FIBER SPLICER

MD VA PA DE MA RI UPSTATE NY	\$80.00
DC	\$80.00
BOSTON PITTS PHILY	\$85.00
NJ LI WESTCHESTER NY	\$85.00
NYC	\$95.00

COPPER SPLICER

MD VA PA DE MA RI UPSTATE NY	\$70.00
DC	\$70.00
BOSTON PITTS PHILY	\$80.00
NJ LI WESTCHESTER NY	\$80.00
NYC	\$90.00

FIBER I&M

MD VA PA DE	\$70.00
MA RI UPSTATE NY	\$70.00
DC	\$70.00
BOSTON PITTS PHILY	\$80.00
NJ LI WESTCHESTER NY	\$80.00
NYC	\$90.00

COPPER I&M

MD VA PA DE	\$65.00
MA RI UPSTATE NY	\$65.00
DC	\$65.00
BOSTON PITTS PHILY	\$75.00
NJ LI WESTCHESTER NY	\$75.00
NYC	\$85.00

LINEMEN

MD VA PA DE MA RI UPSTATE NY	\$63.00
DC	\$70.00
BOSTON	\$69.00
NJ LI WESTCHESTER NY PHILIA PITTS	\$79.00
NYC	\$92.00

ASSISTANT

MD VA PA DE MA RI UPSTATE NY	\$50.00
DC	\$50.00
BOSTON	\$50.00
NJ LI WESTCHESTER NY PHILIA PITTS	\$50.00
NYC	\$50.00

Overtime	Paid at 1.4 of base rate	
Mobilization	Applies to Driving personnel only	
	Mobilization	\$ 1,000.00
	De Mobilization	\$ 1,000.00
	Mobilization Cancellation	\$ 500.00
Screening	Background Check	Required
	Drug Screen	Required
	I-9	Required
Vehicles	Large	\$ 45.00
	Medium	\$ 30.00
	Small	\$ 20.00
	Vehicle Rate applies for all hours worked	
Work Schedule	Currently working 6 12 hour days with one hour unpaid lunch	
Per Diem	Urban	\$ 150.00
	Suburban	\$ 125.00
	Rural	\$ 100.00
	Paid 7 days per week	

Exhibit B

Retainage

(a) In accordance with Section 10, Contractor shall pay Subcontractor for each invoice presented, less 5 %, up to \$25,000. (the "Retainage"). Payment of Retainage (less any amounts previously withheld or deducted) shall be made within thirty (30) days after all of the following conditions precedent are satisfied:

(i) Completion of the Work in accordance with this Agreement, as determined in the sole discretion of both Contractor and Owner; and

(ii) Final payment made to Contractor by Owner of all sums owed to Contractor under the Primary Contract and any amendments thereto.

(b) Subcontractor agrees that Contractor may use all or any portion of the Retainage to satisfy any and all claims, including without limitation claims for workmanship, that result from the performance or non-performance of the Work.

(c) If the amount in the introductory paragraph of this Exhibit is left blank, the parties agree that no Retainage will be held.

Exhibit C

Subcontractor Insurance Requirements

(a) Subcontractor shall procure and maintain at its expense during the term of this Agreement the following policies, coverages and limits of liability in all states where Work is to be performed from an insurer (or insurers) with Bests Rating "A-VIII" or better and otherwise acceptable to the Contractor and licensed to do business in such state(s). The Contractor specifically reserves the right to reject coverage provided by certain insurance companies not acceptable to the Contractor. If the Primary Contract requires additional coverage or limits higher than those stated below, then the insurance requirements of the Primary Contract will apply:

(i) *Workers' Compensation and Employers Liability Insurance* with the following minimum limits of liability and coverage endorsements:

Workers Compensation - Coverage A - Statutory Coverage Employers Liability

- \$1,000,000 each accident
- \$1,000,000 each employee by disease
- \$1,000,000 policy limit by disease

If applicable, the policy shall be endorsed to contain the following coverage endorsements:

- United States Longshoreman's and Harbor Workers (USL&H) coverage endorsement
- waiver of subrogation where permitted by law
- alternate employer endorsement

(ii) *Commercial General Liability* with broad form coverage, which includes coverage for settlement, collapse, explosion, underground hazards, bodily injury and property damage, personal/advertising injury, contractual liability and product/completed operations, with the following minimum limits of liability and coverage endorsements:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$5,000 Medical Expense
- \$2,000,000 products/completed operations aggregate
- \$1,000,000 personal injury and advertising injury liability

The policy shall be endorsed to contain the following coverage endorsements:

- waiver of subrogation (CG 24 04 or an equivalent form)
- severability of interest (separation of insureds)

(iii) *Contractor's Pollution Liability* covering environmental liability arising out of the Work and/or as might be required by federal, state, regional, municipal or local laws, including damages arising out of "bodily injury" or "property damage" "clean-up costs", civil fines, civil penalties, and civil assessments. With the following minimum limits of liability and coverage endorsements:

- \$1,000,000 Each Incident
- \$1,000,000 Aggregate

(iv) *Commercial Automobile Liability* with the following minimum limits of liability and coverage endorsements:

- \$1,000,000 each accident

The policy shall be endorsed to contain the following coverage endorsements:

- coverage must be included for owned, leased and non-owned vehicles (*an "any auto" policy*)
- waiver of subrogation
- severability of interest (separation of insureds to be included in the definition of "Insured")

(b) The insurance limits set forth in this Exhibit may be satisfied by a combination of Primary and Umbrella or Excess Liability Policies. All policies (except the Workers' Compensation and Employers' Liability Policy) shall name (i) Contractor, its direct and indirect parent(s), subsidiary(ies) and affiliated companies, their respective officers, directors, stockholders, employees, and agents, and (ii) Owner, in each case as an Additional Insured. The General Liability and any Umbrella or Excess Liability policies shall utilize form CG 20 10 or an equivalent form (Additional Insured endorsement applicable to ongoing operations) and the current edition of form CG 20 37 or an equivalent form (Additional Insured endorsement applicable to completed operations). The policies shall be endorsed to provide coverage to these additional insureds on a primary (non-contributory) basis without seeking contribution from any other insurance or self insurance available to the Additional Insured. If any Umbrella or Excess Liability Policies are used to satisfy the insurance requirements, they must be specifically endorsed to state that their coverage is primary and non-contributory to any insurance carried by the additional insured. This must be so stated on the certificate of insurance as required by (d) below.

(c) If any Work is to be conducted within fifty (50) feet of a railroad or railroad right of way, any exclusions relating to railroads must be deleted from both the exclusions section and the definition of an insured contract. Evidence that the exclusions have been deleted (attach form CG 24 17 or an equivalent form) must be provided to Contractor.

(d) Prior to commencement of any Work, Subcontractor shall furnish to Contractor insurance certificates in a form acceptable to Contractor evidencing compliance with the foregoing requirements and stating that the insurers will provide thirty (30) day written notice of cancellation or material alteration in any of the required policies of insurance. Copies of the Additional Insured endorsements shall be attached to the certificate of insurance. A copy of the schedule of forms from the General Liability policy must be attached to the certificate of insurance. The contractor reserves the right to reject any insurance coverage that contains forms or exclusions that are not acceptable to the contractor. All policies shall be written on an occurrence basis. If requested by Contractor, Subcontractor will provide Contractor with certified copies of the policies within thirty (30) days of the request. The provision of the foregoing insurance requirements shall be a condition precedent to any obligation of Contractor to make payment to Subcontractor.

(e) If any of the policies required by this Exhibit contain deductibles or self insured retentions, the deductibles or self insured retentions will be the sole responsibility of Subcontractor and coverage will apply to Contractor, Owner and all Additional Insureds, all as though the policies were written on a "first dollar" basis.

- (f) If any Work is to be performed in a jurisdiction where Subcontractor is insured for workers compensation through an "assigned risk pool", the certificate provided to Contractor shall indicate that the coverage is provided through the "assigned risk pool".
- (g) Contractor reserves the right to adjust insurance coverage requirement limits to comply with specific limits established from time to time by Owner.

**EXHIBIT D – IMMIGRATION COMPLIANCE PROGRAM
TESINC, LLC, LLC SUBCONTRACTOR POLICY REGARDING I-9 VERIFICATION
& EMPLOYMENT ELIGIBILITY**

The requirements set forth in this Exhibit will be implemented with respect to all of your employees working on Verizon Projects (the “Project”). The requirements of this Attachment include a review of Form I-9s and applicable verification and identification documentation for all subcontractor’s employees who will be working on the Project:

For employees assigned to the Project the following will apply:

You will scan and e-mail to TESINC, LLC, LLC at info@tesinllc.com, (i) a copy of the employee’s Form I-9, (ii) the applicable verification and identification documentation and (iii) a signed copy of the Consent for Disclosure of I-9 Information.

Upon verification of the accuracy and completeness of the Form I-9, TESINC, LLC, LLC will provide you with a certification.

If there are technical violations it will be indicated on the Form I-9 and returned to you. After correcting and initialing the original Form I-9, all documents shall be resubmitted for certification. **YOU ARE NOT TO DISPOSE OF THE INCORRECT FORM I-9; MAKE YOUR CORRECTIONS TO THE EXISTING FORM.**

All employees are also required to have a badge. A clear headshot photograph of each employee needs to be emailed to info@tesinllc.com. After TESINC, LLC confirms the photo with the “I-9 Documentation” a badge will be made by TESINC, LLC and sent to you.

No such individual will be permitted to work on the Project until the I-9 certification has been satisfactorily completed with respect to such individual. Your subcontractors are also required to implement the same policy with respect to their employees.

***** IT IS ESSENTIAL THAT YOU PLACE YOUR COMPANY NAME AND CONTRACTOR
NAME IN THE SUBJECT LINE FOR PURPOSES OF IDENTIFICATION
BY TESINC, LLC.**

**SUBCONTRACTOR POLICY REGARDING I-9 VERIFICATION
OF IDENTITY AND EMPLOYMENT ELIGIBILITY**

- 1.0 PURPOSE** The purpose of this Policy is to institute procedures by which the Subcontractor will fulfill its obligations under this Subcontract Agreement to comply with all applicable laws, including compliance with Federal immigration laws (collectively, “Immigration Law”). Capitalized terms used and not otherwise defined herein shall have the meanings accorded to such terms under the Agreement.
- 2.0 SCOPE** In connection with the Agreement, the Subcontractor will comply with certain obligations with respect to I9 verification of identity and employment eligibility as set forth below. These obligations extend to the Subcontractor’s subcontractors and sub-subcontractors that are performing subcontract work under Contractor’s primary contract with Verizon Services Group (“Owner”) with respect to Verizon Projects (the “Verizon Project”). Neither Subcontractor

nor any subcontractor or sub-subcontractor thereof will receive any additional compensation for compliance with these procedures.

3.0 COMPLIANCE PLAN

3.1 Subcontractor shall create and implement a Compliance Plan which shall contain a reasonably detailed description of Subcontractor's plan for complying with applicable Immigration Law. Subcontractor shall keep the Compliance Plan and, upon Contractor's or Owner's request, Subcontractor shall provide Contractor or Owner, as the case may be, with a copy thereof. Without limiting the generality of the foregoing, the Compliance Plan must address, among other things, the following:

- a. Subcontractor's processes and procedures that are in place relating to immigration compliance, including, without limitation, Subcontractor's verification program implemented pursuant to Section 4.0 below;
- b. The re-verification of the Form I-9s for Subcontractor's employees to ensure that all Form I-9s are in compliance with Immigration Law as required by law;
- c. The provision of internal training (which will be by a third party immigration attorney or consultant who is experienced and trained in the field of immigration compliance) regarding how to complete Form I-9s and regarding the Subcontractor's policies and procedures on how to maintain and stay in compliance with Immigration Law;
- d. Subcontractor's agreement to allow U.S. Immigration and Customs Enforcement ("ICE") to present educational programs and training for its employees and staff, which shall also be included within the Compliance Certification provided by Subcontractor to Contractor or Owner pursuant to Section 4 below;
- e. A certification by Subcontractor that Subcontractor has not been the subject of enforcement or other action by ICE within the two-year period prior to the date of this Attachment, which shall also be included within the certification provided by Subcontractor to Contractor or Owner. If Subcontractor cannot provide this certification, Subcontractor must provide details regarding each event of enforcement or action by ICE during such 2year period. Contractor reserves the right to terminate the Agreement immediately, in its sole discretion, depending upon the information provided by the Subcontractor pursuant to this subparagraph;
- f. Subcontractor's willingness and agreement to conduct the verification program and provide the certifications required above, and to participate in, and to comply with the requirements for, audits required by Contractor or Owner, all of which shall also be included within the Compliance Certification provided by Subcontractor to Contractor or Owner; and
- g. Any other procedures or processes in place designed to ensure that the Subcontractor's subcontractors and sub-subcontractors are in compliance with Immigration Law and that their employees performing the Work are authorized to work in the United States.

3.2 Subcontractor shall comply with such compliance plan during the term of the Agreement. Subcontractor shall require its subcontractors and sub-subcontractors to either develop a compliance plan meeting the requirements of this Section 3.0 or to comply with Subcontractor's Compliance Plan.

CERTIFICATION REQUIREMENTS.

Subcontractor will comply with the following with respect to each person performing the Work:

- 4.1 Subcontractor will provide a list of employees which will be working on the Project to Contractor prior to commencement of work or within three (3) business days thereof.
- 4.2 Subcontractor will complete and return to Contractor the Compliance Certification attached hereto as Attachment 1. No employee will be permitted to work on the Project until a satisfactory Compliance Certification is issued.

4.3 Subcontractor will complete a Form I-9 for all employees who will be working on the project, Subcontractor will forward a copy of each Form I-9, copies of the applicable verification documentation and a signed copy of the Consent for Disclosure of I-9 Information attached hereto as Attachment 2 to TESINC, LLC , who shall review the documentation and ensure that any necessary corrections to the Form I-9 are made. TESINC, LLC will certify, no later than three (3) business days after a person has been employed to work on the Project, that Subcontractor has executed a complete and accurate Form I-9 by executing the Auditor Certification. No employee will be permitted to work on the Project until the Auditor Certification has been satisfactorily completed with respect to such employee.

5.0 **RANDOM I-9 AUDITS** In addition to the initial and ongoing audits described above, Contractor, Auditor or Owner may perform random monthly audits of Subcontractor's employees and the employees of Subcontractor's subcontractors and sub-subcontractors. In addition, audits may be performed where there is credible evidence that an undocumented worker employed by Subcontractor or one of its subcontractors or sub-subcontractors has performed Work. Subcontractor shall (a) cooperate with Contractor, Auditor or Owner, as the case may be, and provide Contractor, Auditor or Owner with access to such documentation and personnel as may be necessary to complete any certification, review or audit pursuant to this Exhibit D, and (b) require its subcontractors and sub-subcontractors to cooperate with Contractor, Auditor, and Owner and to provide Contractor, Auditor and Owner with access to such documentation and personnel as may be necessary to complete any such certification, review or audit, and comply with any and all certifications, reviews and audits conducted pursuant to this Exhibit D. Subcontractor shall, and shall cause its subcontractors and sub-subcontractors to, immediately resolve any issues, problems or other circumstances of non-compliance revealed in any such review or audit.

6.0 **INVESTIGATIONS AND/OR SANCTIONS BY U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT** The Compliance Certification must also attest to the absence of any enforcement activity by ICE. If at any time Subcontractor cannot provide such a certification on its behalf, it should notify Contractor immediately.

Exhibit D -Attachment 1

COMPLIANCE CERTIFICATION

This Certification is provided to TESINC, LLC, pursuant to this Subcontract Agreement (such Subcontract Agreement, as amended from time to time). All capitalized terms used and not defined herein shall have the meaning ascribed to them in the Agreement.

The undersigned Subcontractor hereby certifies to Contractor that Subcontractor is complying, and shall continue to comply, with all of the terms and conditions set forth in Exhibit D of this Attachment. Without limiting the generality of the foregoing, Subcontractor hereby represents, warrants, covenants and certifies to the following (check the applicable boxes):

- 1 Subcontractor has complied with the verification and certification Yes___ requirements set forth in Exhibit D of this Attachment for those No___ employees of Subcontractor who have begun Work, and shall continue to comply with the terms of that Exhibit for employees of Subcontractor and its subcontractors who perform Work in the future.
- 2 Subcontractor agrees to allow U.S. Immigration and Customs Yes___ Enforcement ("ICE") to present educational programs and training No___ for its employees and staff..
- 3 The information previously provided by Subcontractor in any Bid Yes___ Form regarding enforcement or other actions taken by ICE is accurate No___ and complete in all respects, and no events have occurred between the date of such prior certification and the date hereof that would adversely affect the certification previously provided with the Bid Form.
- 4 Subcontractor is willing and agrees to participate in, and comply Yes___ with the requirements for, the audits required pursuant to Exhibit D No___ of this Attachment.
- 5 Supplier is willing to participate in pilot programs developed by ICE. Yes No
- 6 Subcontractor has provided to Auditor and its subcontractors the Yes___ minimum requirements for all audits conducted pursuant to No___ Exhibit D of this Attachment.
- 7 Subcontractor has created, implemented and enforced, and shall Yes___ continue to implement and enforce, a compliance plan, and is No___ requiring its subcontractors to develop or comply with a compliance plan, in each case in accordance with the requirements of Exhibit D of this Attachment.
- 8 Subcontractor shall maintain photocopies of all supporting employment Yes___ Eligibility and identity documentation for all employees who are hired by No Subcontractor after the effective date of this Attachment incorporating Exhibit D of this Attachment until such time as the Auditor Certification is prepared in accordance with the terms of this Attachment. Subcontractor is requiring its subcontractors to comply with this requirement for all employees hired by them after they have been awarded Work.
9. Subcontractor shall maintain and shall require each of its subcontractors Yes___
to maintain any photocopies that it has made or makes of No___
documentation supporting employment eligibility and identity
documentation for employees, which Subcontractor or such
subcontractor is required to retain by law.

The undersigned Subcontractor hereby makes the certifications set forth herein to as of the ___ day of _____, 2015___.

Witness: Subcontractor: _____

_____ By: _____

Print Name: _____ Name: _____

Title: _____

STATE OF COUNTY OF

On this the ____ day of _____, 2015__ before me _____, a
Notary Public, within and for the State and County aforesaid, personally appeared
_____ to me well known (or proved to me on the basis of
satisfactory evidence), who stated upon oath that (s)he had executed the foregoing
instrument for the consideration set forth therein.

Notary Public My commission expires:

Exhibit D -Attachment 2

CONSENT FOR DISCLOSURE OF INFORMATION

Workplace safety and security is of fundamental importance for **Superior Network Services, Inc.** (the "Company") and its customers. As part of the Company's efforts to promote safety, security and compliance with applicable laws, many companies for whom we provide services require us to verify and/or disclose certain employee information, such as a Form I-9 and the accompanying documents used to establish employment eligibility and identification, as well as background checks.

The Company respects your privacy. However, the Company must balance your privacy interests with the realities of doing business with our customers. For that reason, the Company must ask you to consent to the disclosure of your Form I-9, the accompanying documentation, and background check report to and among Verizon Services Group and its affiliates (collectively, "Owner"), the firm that performs review services required by Owner, and TESINC, LLC, the prime contractor, by signing and returning this form. Disclosure will be limited to authorized individuals at TESINC, LLC. Measures will be taken to preserve your privacy.

Questions about this form should be directed to your supervisor or the Company's Human Resources department.

I hereby consent to the disclosure of my Form I-9, the accompanying documents, and my background check report to authorized personnel at TESINC, LLC, and understand that my consent will be good throughout my employment.

Signature Date

Return the signed form to: _____.

SUBCONTRACTOR INSURANCE REQUIREMENTS WAIVER AGREEMENT

This SUBCONTRACTOR INSURANCE REQUIREMENTS WAIVER AGREEMENT (this "Waiver Agreement") is dated as of _____ between TESINC, LLC ("Contractor") and _____ ("Subcontractor").

WHEREAS, Contractor and Subcontractor are currently parties to that certain Subcontract Agreement dated as of 5/18, 2016 (the "Subcontract Agreement");

WHEREAS, the Subcontract Agreement contains that certain Exhibit C—Subcontractor Insurance Requirements which sets forth certain insurance coverage requirements (the "Insurance Requirements") applicable to Subcontractor; and

WHEREAS, Subcontractor desires a waiver of certain of the Insurance Requirements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Subcontractor agree as follows:

1. Contractor hereby grants Subcontractor a waiver (the "Waiver") of the following insurance coverage set forth in the Insurance Requirements: Contractor's Pollution Liability.

2. It is understood and agreed that the Waiver is based upon Subcontractor's performance of solely the following type of work pursuant to the Subcontract Agreement: Verizon Corporate Services Group – Emergency Services Work. Subcontractor acknowledges that in the event that the type of work performed by Subcontractor pursuant to the Subcontract Agreement changes, Contractor shall have the right to (i) immediately revoke the Waiver; and (ii) require Subcontractor to stop any and all work under the Subcontract Agreement until such time as Subcontractor has obtained the insurance coverage previously waived pursuant to the Waiver.

IN WITNESS WHEREOF, the parties have caused this Waiver Agreement to be executed as of the date first written above by their respective duly authorized officers.

CONTRACTOR:

SUBCONTRACTOR:

TESINC, LLC

By: _____

Name: William J. Ptak

Title: President

By: Jomo Williams

Name: Jomo Williams

Title: Owner