

This Subcontractor Service Agreement (“Service Agreement”) is between Longview Holding Corporation, Inc., dba (“CPE Labs”) and Subcontractor., and represents CPE Labs’ standard professional services terms and conditions. Additional terms and conditions related to Subcontractor’s delivery of Services may be added by execution of a separate written agreement supplemental to referencing this Service Agreement (“Supplemental Agreement”). This Service Agreement and any Supplemental Agreement shall hereinafter collectively be referred to as the “Agreement”. This Service Agreement shall apply with respect to Work Orders received and accepted by CPE Labs in response to a client’s proposal or quotation for Services, as defined by other Work Orders or Professional Service Agreements. BY ACCEPTING THIS AGREEMENT TO SUBCONTRACT FOR ANY WORK EFFORT, SUBCONTRACTOR AGREES TO BE BOUND SOLELY AND EXCLUSIVELY BY THE TERMS SET FORTH IN THIS AGREEMENT, NOTWITHSTANDING ANY ADDITIONAL OR CONFLICTING TERMS CONTAINED IN ANY PURCHASE ORDER OR OTHER WRITTEN DOCUMENTATION ISSUED BY CPE LABS.

**1. Definitions.**

- a) “Customer” means any end client of CPE Labs for which Subcontractor is performing the duties of work to produce deliverables.
- b) “Deliverables” means all Materials delivered to Customer pursuant to an Order but specifically excluding Tools.
- c) “Materials” means any and all engineering reports, designs, documentation and other work product prepared by Subcontractor and delivered to CPE Labs and its Customer pursuant to an Order.
- d) “Services” means the activities to be undertaken by Subcontractor pursuant to any CPE Labs or Customer Order, including, but not limited to, engineering, maintenance, installation, design, consulting, business planning, network planning, and analysis.
- e) “Software” means computer programs in source or object code from which is owned, or created, by Subcontractor, its parent or one of its subsidiaries or affiliates.
- f) “Statement of Work” means a document, prepared by CPE Labs, describing the scope of work, estimated schedule, prices, Deliverables, and other relevant terms specific to a Service, which may, from time to time, be agreed to in a writing by the Subcontractor, Customer and CPE Labs or identified in an applicable Order, proposal, or CPE Labs’ quotation. A Statement of Work shall be governed by the terms and conditions of, and constitute a part of, this Service Agreement.
- g) “Services Description” means CPE Labs published specifications for certain Services in effect at the time CPE Labs accepts an Order.

h) “Tools” mean any diagnostics, documentation, test equipment or other items used by Subcontractor or CPE Labs in the performance of Services.

**2. Orders.** Customer may engage CPE Labs to provide Services by issuing a written purchase order signed by an authorized representative or through the submission of an electronic order. All orders shall identify the Services being ordered, and specify the charges, CPE Labs quotation or proposal number, billing instructions, requested commencement date for Services, any Statement of Work, and any other special instructions. All orders will be governed by and cannot alter the terms and conditions of this Agreement. CPE Labs’ written or electronic communication accepting the Order, or commencement of Services will be CPE Labs’ acceptance of Customer’s Order.

**3. Changes to Orders.** The parties may, by mutual agreement, make changes to the Statement of Work, charges, Deliverables or other substantive aspects of the Services (“Change”). The party asking for a Change shall describe in writing the details of the requested Change (“Change Order Request”). CPE Labs shall provide in writing to Customer a summary of any and all adjustments to the charges and other changes resulting from the Change Order Request. In no event shall any Change be effective or acted upon in any way until such time as (i) an authorized representative of each party has agreed to the terms of the Change Order Request in writing and (ii) CPE Labs receives an Order from Customer for any additional charges resulting from the Change Order Request. Upon thirty (30) days advance written notice to CPE Labs, Customer may terminate any purchase order for its convenience or for any reason without any termination liability, other than for valid charges incurred for services provided through the effective date of termination. CPE Labs will continue to provide services during such notice period.

**4. Charges and Payment.** Charges for Services may be based on a fixed price, time and materials, or other commercial arrangement, as specified in the applicable Order or CPE Labs’ quotation. Unless otherwise included as part of a fixed price, Customer will reimburse CPE Labs and Subcontractor for all reasonable out-of-pocket expenses incurred by CPE Labs and Subcontractor in performing the Services (including, without limitation, all reasonable travel, meal, lodging and mileage expenses), plus standard and applicable administration charges. Unless otherwise provided in a valid CPE Labs quotation or proposal, or provided in a Statement of Work, CPE Labs will invoice Customer for one hundred percent (100%) of the price of the Subcontractor’s Services upon completion unless the Subcontractor’s Services continues beyond thirty days, in which case CPE Labs shall invoice Customer periodically for Services performed during the period for which the invoice is provided. Invoices for reoccurring Services (for example, Maintenance Services and Managed Services) will be issued in advance of the performance of such services.

Subcontractor will invoice CPE Labs for all deliverables. Such charges shall be passed onto the Customer for payment as specified in a separate Work Order, or Statement of Work. Subcontractor shall not charge CPE Labs for any late fees or interest bearing on the collection of such funds from the Customer. CPE Labs will pay Subcontractors invoices after normal business processing and funds clearance has been received from Customer's payment. CPE Labs will allow Subcontractor to audit the accounting practices for the collection of such debt from the Customer. If legal collection remediation is required to collect debt from Customer then any and all resources of the Subcontractor will be made available to CPE Labs in such collection processes or Subcontractor will forfeit any rights of collection to such invoices or amounts unpaid by Customer.

Subcontractor will provide weekly time reports to include date, time, and task performed. Further detail diary information must be provided similar to information provided to Customer in CPE Labs time reporting system. Such diary information will include every customer contact, and to include discussion inclusive of content. Where Customers require a signed time sheet the Subcontractor is responsible for the production of such documentation.

Subcontractor will provide an expense report and all original receipts that Customer may require for reimbursement to CPE Labs.

**5. Right of Collection.** CPE Labs will retain a right to collect any unpaid or delinquent accounts from Customer. Customer agrees to pay for any and all reasonable costs, attorney fees, and the costs of collection in connection with any delinquent account. Such costs billable in collection include any costs incurred by Subcontractor during the collection process.

**6. Subcontractor Responsibilities.** Subcontractor shall cooperate with CPE Labs in the performance of the Services, including, without limitation, providing CPE Labs with sufficient, free, safe, and timely access to facilities, data, information and personnel of Subcontractor. Subcontractor will provide CPE Labs with all deliverables as described in a Work Order or Statement of Work. Subcontractor will provide CPE Labs with the ability to continue service to the Customer after the conclusion of any Work Order or Statement of Work. Subcontractor will not implement any "time bombs", "worms", or "malicious ware" designed to cause Deliverable to cease function or provide after contract information back to Subcontractor in any manner. Such actions of "MALWARE" is considered a breach of contract and is herein agreed to as being punishable by the surrendering of any and all invoiced monies and charges billed to CPE Labs on behalf of a Customer Work Order or Statement of Work. This surrender of money shall be immediate and will include any and all legal and collection fees incurred by CPE Labs in the recovery of such funds from Subcontractor. In addition, Customer may join with CPE Labs to seek damages resulting from such MALWARE including the cost of replacement Deliverables.

Any funds under this clause will be held in legal escrow until such time as legal channels have determined that such action was, or was not, warranted. At no time shall Subcontractor have the ability to later seek legal claims against CPE Labs for the injunction of this clause or the investigation of a claim of MALWARE from the Customer or CPE Labs.

CPE Labs may make alterations to any Service as necessary to comply with specifications, changed safety standards or governmental regulations, to make a Service non-infringing with respect to any patent, copyright or other proprietary interest, or to otherwise improve a Service. Customer shall be responsible for the accuracy and completeness of all data and information that it provides or causes to be provided to CPE Labs for purposes of CPE Labs', and Subcontractor's performance of its Services. Customer is responsible for the results obtained from the use of Services. In addition, it is understood and agreed that the Services provided by CPE Labs and its subcontractor may include the advice and recommendations of CPE Labs, but all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and made by, Customer.

Subcontractor is fully responsible for their own tools, the wear and tear on such tools, and any expenses related to the expense of the use of those tools for the fulfillment of Service in relation to this Agreement.

In the event that there are any delays by Subcontractor in fulfilling its responsibilities as stated above, or there are errors or inaccuracies in the information provided, CPE Labs shall be entitled to appropriate schedule and pricing adjustments.

**7. Personnel.** CPE Labs, Subcontractors, and Customer are each responsible for the supervision, direction, compensation and control of their own employees and subcontractors. If Subcontractor wishes to further subcontract work effort to other individuals or entities then CPE Labs retains the right of review and refusal of such parties.

Any employees of the Subcontractor must be fully certified to perform the duties assigned or fully knowledgeable of the tasks assigned to them. If CPE Labs deems any employee is unable to perform the duties supplied they reserve the right to request a replacement employee be assigned to the performance of Services covered under this Agreement. The Subcontractor must provide a replacement employee within 7 calendar days or risk forfeiting this Agreement and the right to continue work outlined in this Agreement.

**8. Confidential Information.**

- a) Confidential Information ("Information") means all business, technical, marketing and financial information and data that is clearly marked with a restrictive legend of the disclosing party ("Discloser").
- b) The party receiving Information ("Recipient") will use the Information solely for the purposes of carrying out this Agreement, and will use the same care and discretion, but

not less than reasonable care, to avoid disclosure, publication or dissemination of Information as it uses with its own similar information that it does not want to disclose, publish or disseminate. The Recipient may disclose Information only to i) its employees and employees of its parent, subsidiary or affiliated companies or subcontractors who have a need to know for purposes of carrying out this Agreement; and ii) any other party with the Discloser's prior written consent. Before disclosure to any of the above parties, the Recipient will have a written agreement with such party sufficient to require that party to treat information in accordance with this Agreement.

c) The Recipient may disclose Information to the extent required by law. However, the Recipient must give the Discloser prompt notice and make a reasonable effort to obtain a protective order.

d) No obligation of confidentiality applies to any Information that the Recipient i) already possesses without obligation of confidentiality; ii) develops independently; or iii) rightfully receives without obligations of confidentiality from a third party. No obligation of confidentiality applies to any information that is, or becomes, publicly available without breach of this agreement.

e) The release of any advertising or other publicity relating to this Agreement requires the prior approval of authorized representatives of both parties.

**9. Patents and Copyrights.** If a third party claims that any Materials or Software provided to Customer under this Agreement infringes that party's patent or copyright, Subcontractor agrees to assist the Customer in the return of the Materials or Software to CPE Labs on CPE Labs' written request.

**10. Intellectual Property.**

a) CPE Labs, on behalf of itself and its subcontractors, reserves all property rights in and to i) all methodologies, designs, engineering details, and other data pertaining to the Services and Materials delivered; ii) all original works, computer programs and updates (except Customer's developed programs) developed in the course of providing the Services; iii) discoveries, patents, know-how and techniques arising out of the Services; and iv) any and all products (including software and equipment) developed as a result of the Services. The performance by CPE Labs of Services shall not be deemed work for hire.

b) CPE Labs, and Subcontractor, grants to Customer a perpetual, non-exclusive, world-wide, paid up license to use, copy and modify the Materials produced by CPE Labs and delivered to Customer in the performance of Services solely for Customer's internal business purposes.

c) It is understood between the parties that CPE Labs and the Subcontractor will employ its know-how, techniques, concepts, experience and expertise, as well as all other intellectual property, including that to which it reserves its rights hereunder, to perform services the same as or similar to the Services for others.

**11. Warranty.** Subcontractor will perform the Services in a professional and workmanlike manner. If Services are not

performed as warranted, Subcontractor will re-perform the non-conforming Services, provided that Customer, or CPE Labs, shall notify the Subcontractor in writing of any non-conformance within 30 days of the date on which the Services are completed.

**12. Maintenance Services.**

a) Subcontractor through CPE Labs provides certain Services either at Customer's location or at a service center. Upon request, CPE Labs will inform Customer of the types of Maintenance Services available to Customer which are consistent with CPE Labs' standard practices and response times. Maintenance Services are available in accordance with CPE Labs' then-current descriptions and at CPE Labs then-current prices.

b) To be eligible for Maintenance Services, the Products must be in good operating condition and at a revision levels supported by CPE Labs.

c) Relocation of Products under Maintenance Services may result in adjustments to the price and response times. Continued Maintenance Services for such Products are subject to reasonable availability from CPE Labs or an authorized maintenance service provider.

d) Where applicable, before CPE Labs provides Maintenance Services, Customer agrees to i) follow the problem determination, problem analysis, and Maintenance Services request procedures that CPE Labs provides; ii) secure all programs and data contained in hardware; and iii) inform CPE Labs of changes in hardware's, or service provision point, location.

e) Customer will obtain CPE Labs' concurrence prior to returning any Products and must reference a return material authorization number issued by CPE Labs on documentation accompanying number issued by CPE Labs on documentation accompanying such returned Products. Customer agrees to ship Products prepaid and suitably packaged and suitably packaged to a location CPE Labs designates. CPE Labs will return the hardware to Customer at CPE Labs' expense. CPE Labs is responsible for loss of, or damage to, Customer hardware while it is i) in CPE Labs' possession or ii) in transit back to customer. Any returned hardware becomes CPE Labs' property and, subject to CPE Labs' receipt of the exchanged hardware, its replacement becomes the Customer's property. The replacement hardware may not be new but will be in working order and equivalent to the item exchanged. Customer agrees to ensure that exchanged hardware is free of any legal obligations or restrictions that prevent its exchange and represents that all returned items are genuine and unaltered.

Subcontractor agrees to abide by the above warranties in their Deliverables and to be considered liable under the same warranty conditions up to and including warranty service prescribed under this section.

**13. Limitation on Liability.** In no event shall CPE Labs or its agents or subcontractors be liable to Customer for more than the amount of any actual direct damages up to the greater of U.S. \$1,000 or the charges paid for Services that are subject of

the claim, regardless of the cause and whether arising in contract, tort (including negligence) or otherwise.

IN NO EVENT SHALL CPE LABS OR ITS AGENTS OR SUPPLIERS BE LIABLE FOR ANY OF THE FOLLOWING: A) DAMAGES BASED ON ANY THIRD PARTY CLAIM EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN AND IN SECTION "PATENTS AND COPYRIGHTS"; B) LOSS OF, OR DAMAGE TO, CUSTOMER'S RECORDS, FILES OR DATA; OR C) INDIRECT SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR LOST SAVINGS), EVEN IF CPE LABS IS INFORMED OF THEIR POSSIBILITY.

**14. Insurance.**

Subcontractor shall maintain business liability insurance and state Longview Holding Corporation dba. CPE Labs as a certificate holder and additional insured. Subcontractor must hold a valid business license in the state and local jurisdiction in which the work effort is to occur. If deemed appropriate Subcontractor may be charged expenses for Errors & Omissions insurance coverage under the CPE Labs insurance policy. Such charges will be stated in the Work Order or Statement of Work.

**15. Relationship between Subcontractor and CPE Labs.**

CPE Labs, Subcontractor, and Customer is independent. Nothing in this Agreement shall be contemplated by the parties to create an employee or agent relationship. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CPE Labs or Customer, on the one hand, and either Subcontractor, or any employee, agent or contractor of Subcontractor, on the other hand.

**16. Nonexclusive.**

Subcontractor shall retain the right to perform work for others during the terms of this Agreement. CPE Labs and Customer shall retain the right to cause work of the same or a different kind to be performed by its own personnel or other Subcontractors during the term of this Agreement.

**17. Marketing.**

Subcontractor will actively sell the services and goods marketed by other parties and associates of CPE Labs to the Customer, or any other Customer that Subcontractor may engage with. Any such sales that result in revenue may result in additional income for the Subcontractor.

Subcontractor will provide to CPE Labs any information that may assist CPE Labs in further marketing efforts with the Customer or other Customers that the Subcontractor may divulge.

**18. State and Federal Taxes.**

As the Subcontractor is not an employee of CPE Labs, CPE Labs shall not take any action or provide Subcontractor with any benefits or commitments inconsistent with any of such undertakings by Subcontractor. In particular:

CPE Labs will not withhold FICA (Social Security) from payments to Subcontractor. CPE Labs will not make state or federal unemployment insurance contributions on behalf of Subcontractor. CPE Labs will not withhold state and federal income tax from payment to Subcontractor.

**19. Ownership of Deliverable.**

All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Subcontractor during the course of performing CPE Labs' or Customer's work (collectively, the "Deliverable") shall belong exclusively to CPE Labs or Customer and shall, to the extent possible, be considered a work made for hire for CPE Labs or Customer within the meaning of Title 17 of the United States Code. Subcontractor automatically assigns at the time of creation of the Deliverable, without any requirement of further consideration, any right, title, or interest it or they may have in such Deliverable, including any copyrights or other intellectual property rights pertaining thereto. Upon request of CPE Labs or Customer, Subcontractor shall make such further actions, and shall cause its personnel to take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

**20. Noncompetition.**

Subcontractor agrees not to compete with CPE LABS with Customer during the duration of this Agreement, including any extensions of the Agreement, and for a period of 12 months after the termination of the Agreement. During this period, Subcontractor will not work for, advise, consult with, serve or assist in anyway, directly or indirectly any party to directly compete with CPE Labs at Customer, unless prior arrangements have been made with CPE Labs. Subcontractor also agrees not to recruit, solicit, or hire or help another party to recruit, solicit, or hire any of CPE Labs' or Customer employees, consultants, or other personnel during and for a period of one (1) year following the termination of this Agreement without the written consent of CPE Labs.

**21. No Prior Non-Compete Agreements.**

Subcontractor warrants to CPE Labs that the assignment(s) contemplated, intended or agreed to under this Agreement is not prohibited by or violative of any law, statute, or any other agreement or covenant to which Subcontractor is or has been a party. Subcontractor agrees to indemnify and hold harmless CPE Labs and its partners, principals, agents, representatives and employees from and against any and all liability, damages, losses, claims, demands, judgments, costs and expenses of every nature and kind resulting from a breach of this warranty.

**22. Joint Work Product.**

Subcontractor, and CPE Labs, "the Parties", who have been represented by legal counsel, have jointly participated in negotiating and drafting this Agreement, including any exhibits and any attachments. In the event an ambiguity or question of intent or interpretation rises, this Agreement shall be construed as if jointly drafted by the Parties and no

presumption, inference or burden of proof shall arise favoring or disfavoring a Party by virtue of authorship of any or all of the Agreement provisions.

**23. General.**

a) Except as may be provided elsewhere in this Agreement, neither party may assign or otherwise transfer this Agreement or its rights under it without the other party's prior written consent, and any attempt to do so is void; except that CEP Labs, without Customer's consent, may assign, delegate or otherwise transfer its rights, duties and obligations under this Agreement, in whole or in part, to its parent, any subsidiary or affiliated company or any successor to all or a portion of the business or assets applicable to this Agreement. Customer agrees to comply with all applicable laws including all applicable export and import laws and regulations and laws governing the exportation of technology and know-how. Except for non-payment, neither Customer nor CPE Labs will bring a legal action under this Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill any obligations due to causes beyond its control. In the event that any provision of this Agreement or portions thereof are held to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

b) The terms and conditions of this Agreement (including any Supplemental Agreement), and any applicable Orders, Statements of Work and attachments hereto form the complete and exclusive agreement between Customer, the Subcontractor, and CPE Labs and replaces any prior oral or written proposals, statements of work, correspondence or communications regarding the subject matter hereof. In the event of a conflict between this Agreement and any other documents attached hereto or referenced herein, the terms herein will prevail, provided however, the terms and conditions of any applicable Supplemental Agreement shall take precedence over the terms and conditions contained in this Service Agreement. Any changes to this Agreement must be made by mutual agreement in writing. All Subcontractor's rights and all of CPE Labs' obligations are valid only in the country in which the Services were provided; the laws of the Commonwealth of Kentucky govern this Agreement, exclusive of its conflict of laws provisions; and nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract. The United Nations Conventions on Contracts for the International Sale of Goods shall not apply hereto.