

MASTER SUBCONTRACTOR AGREEMENT

Subcontractor Name and Address: _____ :

Agreement No.: _____

Effective Date: _____

This **Master Subcontractor Agreement** ("Agreement") is entered into by and between Black Box Corporation, a Delaware corporation, with a place of business is located at 1000 Park Drive, Lawrence, PA 15055, on behalf of its direct and indirect operating subsidiary companies (collectively "Black Box") and JustTech Communications, a NJ corporation, with offices located at 555 Broadhollow Rd, Suite 228, Melville, NY 11747 ("Subcontractor"), and sets forth terms under which Black Box may request Subcontractor to provide various Work (as defined below) at the premises ("Premises") of Black Box or a Black Box customer ("Customer"). Execution of this Agreement is not a commitment of any kind by Black Box; Subcontractor is not authorized to perform any Work unless it receives a Work Order or a Signed Statement of Work ("SOW") (as these terms are defined below) specifying the Work to be performed.

Subcontractor is classified as a:

- Large Business
- Small Business
 - Small business owned & controlled by socially & economically disadvantaged individual
 - Large disadvantage Business
 - Woman-Owned Business
 - Minority Owned
 - Veteran-Owned Business
 - Service Disabled Veteran-Owned Business
 - Other (Please Specify) In the process of getting our Veteran-Owned Business Status.

reference is made to Black Box and the work or specifications therein pertain to Subcontractor's trade, craft or type of work, such work or specifications shall be interpreted to apply to Subcontractor instead of to Black Box. Copies of any applicable Prime Contracts shall, upon Subcontractor's prior written request, be made available to Subcontractor for inspection at Black Box's facility

The Contract Documents consist of this Agreement, Prime Contracts, SOW, all Work Orders, and Change Orders executed by the parties and the attachments thereto as well as the following exhibits:

- Exhibit A: Statement of Work ("SOW")
- Exhibit B: Unit Prices/Hourly Rates
- Exhibit C: Final Lien Waiver Form
- Exhibit D: Change Order Form
- Exhibit E: Work Authorization Form

In consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

1. CONTRACT DOCUMENTS

This Agreement shall govern all Work (as defined herein) performed by Subcontractor, unless otherwise specifically set forth in writing and signed by authorized representatives of both parties. Black Box will award various Projects to Subcontractor ("Projects") pursuant to one of the following methods: (a) a Work Order Authorization Form ("WAF") in a form substantially similar to the form set forth in Exhibit E with an authorization number ("Authorization Number") assigned by Black Box's authorized representative, who shall also indicate to Subcontractor (i) location where Work is to be performed, (ii) contact person at Work site, if any, (iii) nature of the Work to be provided, and (iv) time to commence and complete the Work (all of the foregoing information shall constitute a "Work Order"); (b) a Work Order executed by the parties that contains the SOW, the Compensation and the Completion Date for each Project in a form substantially similar to the form set forth in Exhibit A; or (c) through a request for Proposal (as defined in Article 3 below). All Projects will be documented through either an SOW or a Work Order. The Work Order or SOW plus any written change orders ("Change Orders") signed by Black Box shall constitute the "Work". Each SOW and Work Order agreed to by the parties shall be incorporated into and form a part of this Agreement. For all Work assigned by Work Order or Proposal, the SOW, the Compensation and the Completion Date of the Project as set forth in the Work Order shall not be changed except through written Change Order signed by both parties. The Change Order shall be in a form substantially similar to the form set forth in Exhibit D.

Black Box may have entered into written agreements with its Customers, and, if so, has delivered to its Customers certain quotations that have been accepted by its Customers, and/or has accepted certain purchase orders from its Customers (collectively, the "Prime Contracts"). The Prime Contracts between Black Box and its Customer are incorporated herein by reference, insofar as they relate in any way, directly or indirectly, to the applicable Work Order covered by this Agreement. Subcontractor agrees to be bound to Black Box in the same manner and to the same extent as Black Box is bound to its Customers under the Prime Contracts, unless negotiated, amended and executed within this Agreement, including, but not limited to, all applicable terms and provisions thereof. Where, in the Prime Contracts,

2. TERM

This Agreement shall begin on the Effective Date and shall continue for a period of one (1) year. Thereafter the term shall automatically renew for consecutive one (1) year renewal terms, unless either party provide the other with written notice of its intention not to renew at least thirty (30) days prior to the end of the then current term.

Any rights and obligations which by their nature or terms survive the end of this Agreement shall survive its expiration or termination.

3. PROPOSAL

Black Box may request a proposal ("Proposal") for Projects from Subcontractor for which Black Box desires Subcontractor to provide Work. Subcontractor will promptly notify Black Box in writing if it does not intend to provide the Proposal or the Work as requested. Black Box is not required to request a Proposal for any Project or put Projects out to bid.

4. AWARD OF PROJECTS

Black Box may award a Project by any means it deems necessary, including but not limited to, Work Orders, SOW, or Proposals. Black Box may award Projects based on a lump sum agreed to by the parties or the pre-negotiated Unit Prices/Hourly Rates set forth in Exhibit B. Unless the Projects are awarded pursuant to a WAF, all Projects shall be documented by a written SOW in the manner established herein. Subcontractor shall not perform Work on a Project without first obtaining a signed SOW (if applicable) from Black Box. By entering into this Agreement or any Project, Black Box does not guarantee Subcontractor any minimum number of Projects or Work or compensation.

Work Order. The Subcontractor shall accept or reject a Work Order via an e-mail within two (2) hours. If the Subcontractor does not object to the Work Order within eight (8) business hours, the Subcontractor is deemed to have agreed to the terms of the Work Order.

Time for Performance. If the Subcontractor does not dispatch its personnel within the required timeframe of the Work Order or as designated in the SOW, Black Box shall have the right to cancel the request and acquire the services from another service provider with no liability to Subcontractor.

5. STATEMENT OF WORK

Black Box and Subcontractor will agree on a SOW for each product and/or service for a Project. The SOW will identify the Work to be performed, the fees for the Work and a schedule for their completion, as well as any parts or materials required outside of those provided as part of the services, and any other conditions or understandings that are applicable to the SOW.

Affiliates. Each Work Orders, SOWs or WAFs shall be entered into between the Subcontractor and each Black Box affiliate and shall be a separate independent contract between the Black Box affiliate and Company.

6. CHANGE ORDERS

Without invalidating the Agreement, Black Box may make changes in a Work Order or the SOW of the Project. Subcontractor shall only be compensated for such changes that result in an increase in Subcontractor's costs in one of the following three (3) methods as specifically set forth in writing by Black Box in the Change Order: (a) an amount agreed upon between the parties; (b) (if applicable) the amount of the Unit Prices/Hourly Rates set forth in Exhibit B; or (c) for the actual cost of the changed work, plus overhead and profit of ten percent (10%). Under no circumstances will Subcontractor be entitled to profit on Work not performed. The SOW, the Compensation, and the Completion Date may not be changed except through written Change Order signed by an authorized Black Box representative.

7. COMPENSATION

The "Compensation" shall be the full and complete amount owed to Subcontractor.

The Compensation for the performance of a Project pursuant to any Work Order shall be the Unit Prices or Hourly Rates set forth in Exhibit B, unless otherwise agreed to in writing.

For the performance of a Project pursuant to any Work Order, Black Box shall pay Subcontractor, as full and complete Compensation, and in the manner and at the times herein specified, the cost set forth in the Work Order.

In the event Subcontractor is requested by a party other than Black Box to perform work other than as specified in a Work Order, including moves, adds or changes ("MACs"), Subcontractor shall immediately notify Black Box and request a MAC order or Change Order. Subcontractor shall not be entitled to any compensation for MACs or any additional work performed outside of the scope of the Work Order unless Subcontractor has written authorization from Black Box.

The Compensation set forth above shall be the total Compensation due Subcontractor for a Project.

8. PAYMENTS

Work Orders. Unless otherwise set forth in the applicable Work Order, Subcontractor shall submit one invoice within five (5) days of Final Completion of the Project. Each Project shall be invoiced separately. The amount shown on such invoice shall be due and payable within sixty (60) days after receipt of the invoice or within seven (7) days of Black Box's receipt of payment by Customer, whichever is later. Should Black Box dispute any portion of any invoice, Black Box shall pay the undisputed portion of the invoice within the time stated above, and at the same time, advise Subcontractor of the disputed portion.

With any invoice for final payment or at other times as set forth in the Work Order, when material is supplied, upon Black Box's request, Subcontractor shall submit to Black Box a lien waiver in the form attached hereto as Exhibit C or other such documentation as Black Box may require to show that Subcontractor has been fully paid on the Project and that employees, subcontractors and suppliers have been fully paid. Notwithstanding the foregoing, Subcontractor waives its lien rights upon receipt of final payment from Black Box for all work subject to the applicable payment. For Projects in excess of \$50,000 that require progress billing, Black Box may withhold a retainage in the amount of ten percent (10%) of the Compensation for the purposes of paying any claims against the Project, including any claims by Black Box. Such retainage shall be paid thirty (30) days after Final Completion or when Black Box receives the final lien releases from Subcontractor and (if required by Black Box) all subcontractors and suppliers, whichever occurs later. Subcontractor shall submit a copy of all invoices to the contact name set forth in the Work Order.

Subcontractor shall submit the original of all invoices to the following address:

Black Box Network Services
5050 Lincoln Drive, Suite 300
Minneapolis, MN 55436
Attn: Accounts Payable

Subcontractor shall include the Black Box Customer Number and Purchase Order Number or Authorization Number on all invoices.

Withholding Payments. Black Box may withhold from any payment such amounts as may be necessary for protection against loss caused by (a) defective Work not remedied, (b) failure of the Subcontractor to make payments properly to subcontractors or for material or labor (unless an acceptable labor and material payment bond has been furnished by the Subcontractor), (c) third party claims against the Project, (d) claims by Black Box. When these grounds are removed or the Subcontractor provides a surety bond or other security to protect Black Box in the amount withheld, payment shall be made of the amount withheld.

Costs Not Chargeable to Black Box. Subcontractor shall not charge employee overtime costs to Black Box unless the overtime is directly attributable to direction by Black Box and unless Black Box agrees, in advance and in writing, that the overtime may be charged. Any mobilization costs (i.e., costs incurred to transport personnel to site) charged to Black Box shall be passed through without markup from Subcontractor.

Cost of the Work. (a) Unit Prices/Hourly Rates. At Black Box's option, it may award a Project based on the pre-negotiated Unit Price/Hourly Rates set forth in Exhibit B. The Unit Prices and Hourly Rates shall not be changed except through written Change Order signed by an authorized Black Box representative. Subcontractor shall maintain records of the number of units/hours expended on the Project, and such units/hours shall not exceed the maximum number of hours on any given Project without a written Change Order signed by Black Box. (b) Lump Sum. Black Box may also award Projects based on a lump sum agreed to by the parties.

Pay When Paid. Notwithstanding anything in this Agreement to the contrary, Black Box's payment obligations to Subcontractor are expressly contingent upon Black Box receiving payment from Customer. Subcontractor shall provide reasonable assistance to Black Box as necessary to secure payment from Customer. Should the Subcontractor's portion of Black Box's payment application to Customer be reduced for any reason, Black Box's payment obligations to Subcontractor shall be reduced accordingly.

Right to Offset. Black Box shall have the right to set-off any amount due and owing by Subcontractor to Black Box against any amount due and owing by Black Box to Subcontractor, or any entity under common ownership or control with Subcontractor, under this Agreement, Work Order or SOW.

9. AUDIT

Subcontractor shall maintain books and accounts for each Project in accordance with generally accepted accounting principles and practices. Subcontractor shall make available to Black Box, and if necessary, Customers, such books and records for audit purposes at reasonable times during the term of this Agreement and for a period of not less than three (3) years following final payment hereunder, unless Black Box specified a longer period in a Work Order. When the basis of compensation is either Unit Prices or Hourly Rates, Subcontractor shall keep records of units consumed or used and hours worked and shall provide such records to Black Box upon request.

10. COMPLETION DATE AND SCHEDULE

Completion Date. Subcontractor shall commence each Project by the date set forth in the SOW or on the date Black Box requires pursuant to a Work Order ("Completion Date"). "Final Completion" shall be the date that the Work is finally complete, the date that any acceptance testing has been successfully completed and all deliverables or other items required by the SOW or the Work Order have been transferred to Black Box. Final Completion shall include

receipt by Black Box of all paperwork required for the Project, including (if applicable) the service ticket signed by the Customer, a Certificate of Delivery and Acceptance, Installation Checklist, and any other forms required by Black Box.

Schedule. Time is of the essence in this Agreement. If requested by Black Box, Subcontractor shall submit a schedule for performing the Work, and such schedule shall comply with the format requested by Black Box. Subcontractor must notify Black Box immediately once Subcontractor knows or should have known of any delay to the Completion Date or the schedule for each Project. The Completion Date may, at Black Box's sole discretion, be extended for delays that are beyond the control of the Subcontractor. However, in no event shall the schedule be extended beyond the actual change to the critical path of the Project.

Notice of Completion and Acceptance. If the Work is awarded pursuant to SOW, upon completion of a Project, Subcontractor shall notify Black Box in writing of the date of said completion and request confirmation of same by Black Box. Upon receipt of said notice, Black Box shall promptly confirm to Subcontractor in writing that the Project was completed on the date indicated in said notice, or provide Subcontractor with a written listing of the Work not completed. Work shall not be deemed completed or accepted until acceptance is confirmed by Black Box in writing.

11. SUBCONTRACTOR'S RESPONSIBILITIES

Subcontractor, its employees, and subcontractors shall be responsible in the performance of the Project(s) for exercising the degree of skill and care required by customarily accepted good professional service provider and technical practices and procedures.

Subcontractor warrants that it will perform each Project in accordance with the Agreement, SOW, the Work Order and Black Box specifications, as applicable, and requirements, that any Subcontractor-provided equipment and/or materials furnished will be of good quality and new unless otherwise required by the Work Order, and that every Project will be free of any defects in materials or workmanship. Subcontractor acknowledges receiving a copy of the Black Box specifications (if applicable). Subcontractor shall pass through to Black Box all manufacturers' warranties for all materials and equipment and shall not do anything to void such warranties.

Subcontractor acknowledges that Black Box maintains a drug- and alcohol-free workplace as required by law. Subcontractor agrees that any failure to comply with Black Box standards, policies, and procedures for maintaining a drug- and alcohol-free workplace is a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement. Subcontractor employees and agents, while on Black Box or Customer's Premises or otherwise engaged in the Work, shall refrain from unauthorized consumption or possession of alcoholic beverages and the possession, sale, use or distribution of unauthorized drugs. At its option, Black Box shall be entitled to request and receive written verification from Subcontractor of Subcontractor's drug testing of its employees who are to be on Black Box or Customer's Premises prior to entry of Subcontractor employees and/or agents onto such Premises. Subcontractor shall have the obligation to replace its personnel with a suitable substitute or substitutes within a reasonable time.

Subcontractor agrees to notify Black Box of any significant business changes experienced by Subcontractor, including, but not limited to, changes in Subcontractor's senior management, employee benefits or financial status and/or sizeable reductions in Subcontractor's work force.

Subcontractor, its agents and subcontractors who meet face-to-face with Customers in formal settings must wear appropriate business attire.

Background Checks. Subcontractor agrees to conduct investigative background inquiries on all Subcontractor employees that are supplied to Black Box to perform the work and who are to be on Black Box's or Customer's premises.

To the extent permitted by applicable law, Subcontractor will for all Subcontractor employees that are supplied to Black Box to perform the work hereunder: (a) obtain from all such Subcontractor employees photographic proof of identity from and official government source (including but not limited to documentation such as a valid driver's license or government issued passport) and retain copies thereof; (b) ensure that prior to Subcontractor employees being assigned to perform Services under this Agreement on Black Box or its

customer's premises, Subcontractor employees will participate in a standard background check, including a criminal background check covering the jurisdictions (including but not limited to all countries and states (whichever is more comprehensive), countries (this would include a federal check in the United States) and provinces) in which the person was employed or resided for the past ten (10) years (or longer as required by applicable law); (c) not assign Subcontractor employees whose background checks show any of the following: (i) felony or misdemeanor convictions involving dishonesty (e.g., bribery, fraud, embezzlement, theft, violations of securities laws), violence (including but not limited to sexual or child abuse crimes), or computer related crimes and/or convictions that are employment related; (ii) the existence of restrictions (such as court orders) that would prevent, or impose limitations on, a person's ability to provide the Services contemplated by this Agreement; or (iii) that a person presents a higher than normal security risk to Black Box or its customer.

A standard background inquiry includes name, social security number, highest level of education completed, criminal court records and employment history. Background inquiries are to be made investigating criminal, and other relevant records and reports, including, but not limited to those reports with information concerning past performance, experience and reasons for termination from past employers. All background inquiries will be conducted in compliance with all applicable laws including, but not limited to, laws concerning sealed records. Subcontractor agrees to require Subcontractor employees to sign a form giving authorization to Subcontractor to conduct such an inquiry and releasing Subcontractor, Black Box and those persons contacted from any claims the individual might bring including, but not limited to, claims for invasion of privacy or defamation.

To the extent permitted by applicable law, upon Black Box request, Subcontractor shall inform Black Box of the results of the inquiry and Black Box may request that an individual not be assigned to Black Box under this Agreement. Once a background check, including criminal background check, is conducted for a particular individual, such background check may be used by Subcontractor to satisfy the requirements of this Section 11 titled "Background Checks" for three (3) years from the date of the background check.

To the extent permitted by applicable law, Subcontractor shall conduct new background checks on individuals assigned to perform Services under this Agreement every three (3) years. A conviction of a crime will not automatically disqualify a Subcontractor employee from being assigned to Black Box. However, nothing in this Section 11 titled "Background Checks" limits Black Box's ability to remove Subcontractor employees from an assignment at Black Box's discretion.

Applicable Laws. "Applicable Laws" shall mean any regulation, ordinance, statute, ruling, appeal, or any other legal pronouncement issued by a governmental agency, governmental organization, or court of law, which has jurisdiction over the parties hereto. Subcontractor agrees to comply with all Applicable Laws in performing Work in accordance with this Agreement, including, but not limited to all Applicable Laws relating to safety, the environment, payment of wages and overtime, withholding of taxes and discrimination.

Licenses, Patents, Trademarks and Copyrights. Subcontractor warrants that it has or will obtain all proper licenses and registrations, including, but not limited to, contractor, engineering, and/or other similar licenses, to do business in the State where the Project is located and in the applicable municipality and/or county in which the Project is to be performed. Further, Subcontractor warrants that it has any and all permission required with respect to any patent, trademark or copyright used by Subcontractor or any permitted subcontractors in the performance of the Work.

Persons Performing the Work. The Work to be performed by Subcontractor under this Agreement shall be performed by persons qualified to perform such duties. Technicians and other personnel must be appropriately certified on the product on which they will perform work. If directed by Black Box, Subcontractor shall replace any subcontractor or other person employed by Subcontractor in connection with the Work to be performed hereunder. Subcontractor shall enforce strict discipline and good order among its employees and the employees of all subcontractors and suppliers of any tier. Subcontractor shall be responsible to supply sufficient labor to complete each Project and shall not be entitled to any extension of time or additional costs that arise from labor disputes related to the employees

of Subcontractor or any subcontractor or supplier of any tier. Subcontractor and all subcontractors and suppliers of any tier shall comply in all respects to any instructions from Black Box with respect to strikes, picketing, reserve gates, or other matters related to the labor on the Project and shall not cause any labor disputes, including but not limited to strikes, jurisdictional disputes or unfair labor practices. Subcontractor recognizes that there may be other contractors on site. Subcontractor shall cooperate with any other contractors on site with respect to the performance of the Work, scheduling, labor disputes or any other matter regarding the performance of the Project.

Black Box assumes no liability or responsibility for Subcontractors' personnel. Subcontractor shall: (a) ensure it and its personnel are in compliance with all laws, regulations, ordinances, and licensing requirements; (b) be responsible for the supervision, control, compensation, withholdings, health and safety of Subcontractors' personnel; (c) inform Black Box if a former employee of Black Box will be assigned work under this Agreement, such assignment subject to Black Box approval; (d) not discriminate against any employees, applicants for employment, or any entity engaged in its procurement practices because of race, color, religion, sex, age, national origin, or any other legally protected status or activity; (e) be solely responsible for, and fully and properly complete and submit to the relevant government immigration authority, all required immigration forms and documents for all Subcontractors' personnel performing Services hereunder, maintain such forms and documents as required by law and, subject to applicable laws (in particular laws regarding data privacy), make such forms and documents available to Black Box upon request, and ensure that Subcontractor personnel who do not meet all immigration requirements do not perform Services under this Agreement; (f) train and supervise its personnel to perform the Services including, without limitation, health and safety training pursuant to OSHA regulations, and including, without limitation, any other instruction and training required by federal, state and local laws and regulations and the common law; (g) shall provide any and all notices and documentation to its personnel as required by federal, state and local laws and regulations and the common law.

Payment to Employees and Subcontractors. Subcontractor assumes all responsibility for the payment of any compensation, wages, salaries, benefits, or taxes to or on behalf of Subcontractor, its employees, its subcontractors, any of its direct and indirect agents, servants or employees, and/or others by reason of this Agreement and shall be responsible for all obligations respecting them relating to FICA, income tax withholdings, unemployment compensation and other similar responsibilities. Subcontractor shall defend, indemnify and hold harmless Black Box from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from: (i) Subcontractor's failure to pay any such compensation, wages, salaries benefits or taxes; (ii) Subcontractor's failure to pay any such FICA, income tax withholdings, unemployment compensation or other similar obligations; and/or (iii) the supplying to Subcontractor of Work, services, materials, and/or supplies by Subcontractor's employees, subcontractors, or the employees, agents or servants thereof or other suppliers in connection with or in support of the performance of the Work.

Protection of Property and Safety. Subcontractor shall exercise reasonable precautions for the protection of all Work materials and equipment and all property in the vicinity of the Work. Any loss or damage to the materials or equipment incorporated in the Work or in property in the vicinity of the Work resulting from the negligence, intentional acts or omissions, or lack of reasonable precaution by Subcontractor shall be the responsibility of Subcontractor. Subcontractor represents that it is familiar with and understands any and all safety issues and all safety requirements of all regulating and controlling authorities whether private, public, municipal or federal, associated with the performance of the Work, including, but not limited to, any safety issues and/or safety requirements associated with the handling and installation of electrical and telephonic cable both above and below ground and working in close proximity to other utilities. Subcontractor shall be responsible to train all employees, agents and servants and the employees, agents and servants of all subcontractors and all persons in general safety and all other safe operations as may be specific to the Work. Subcontractor shall strictly comply with and shall be solely responsible for compliance by Subcontractor and any subcontractors and/or suppliers with the safety requirements of all regulating and controlling authorities whether private, public, municipal

or federal. Subcontractor shall also strictly comply with any safety requirements set forth by Black Box or any Customers.

Furnishing Materials and Title. Subcontractor shall furnish and transport all the necessary tools, equipment, labor and materials unless otherwise provided, which meet Black Box's specifications, necessary to perform all the Work, and shall complete all temporary and permanent work to Black Box's satisfaction. Title to any and all materials and equipment furnished by Subcontractor hereunder shall vest in Black Box when the same is actually installed or incorporated in the Work or if and when delivered to the site of the Work and paid for by Black Box prior to incorporation into the Work, but in either case, Subcontractor shall remain fully responsible and accountable for such material and bear all risk of loss until the Work has been completed and accepted in writing by Black Box whether or not such materials are stored on Black Box's property.

Equipment Return. Subcontractor shall return to Black Box all Black Box or Customer provided equipment, parts and materials not utilized in the Project as well as all defective parts replaced by Subcontractor.

Affordable Care Act. Subcontractor agrees to defend, reimburse, indemnify, and hold harmless Black Box (hereafter collectively referred to as "4980H Indemnity") for, any taxes, penalties, or other liabilities assessed against Black Box under Code §4980H with respect to Subcontractors' personnel due to Subcontractors' failure to (i) offer "minimum essential coverage" under an "eligible employer-sponsored plan," each within the meaning of Code §5000A(f)(1)(B), or (ii) offer coverage that is "affordable" or provides "minimum value," each within the meaning of Code §36B(c)(2)(C) and §4980H(b) and related regulations. If Black Box is notified by any government entity of Black Box's potential liability for any such taxes, penalties, or other liabilities relating to any Subcontractors' personnel, Subcontractor will fully cooperate, at Subcontractor's reasonable expense, with Black Box's efforts to object to or appeal any such determination of liability or potential liability.

12. CORRECTION OF WORK

If any Project fails to meet the standards set forth in the SOW, or the Work Order or this Agreement, Black Box may elect to have Subcontractor correct or cause to be corrected any of the Work which fails to meet such standards where such failure appears during the performance of the Project, during any applicable warranty period for any materials supplied in connection with the Project or within one (1) year from the date of completion of the Project, whichever is later. Any such correction of the Work shall be at no cost to Black Box. Nothing contained in this Agreement shall establish a limitations period with respect to the other obligations that the Subcontractor might have under the Contract Documents. Establishment of the period for correction of the Work has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish liability under the Agreement.

13. PROJECT COORDINATION

Subcontractor agrees to cooperate and coordinate with Black Box in all aspects of performance of this Agreement, and to communicate frequently with appropriate Black Box personnel regarding progress of the Project and key and important decisions regarding the Agreement and the Work performed hereunder. Black Box and Subcontractor will each designate in writing a Project Manager or other designated point of contact for each Project. Project Manager or other designated point of contact will receive and deliver information to each other, schedule meetings and perform other administrative tasks related to the Project.

14. RELATIONSHIP OF THE PARTIES

Subcontractor's relationship to Black Box in the performance of the Work shall be that of an independent contractor, and this Agreement does not create an agency, partnership, or joint venture relationship between Buyer and Supplier or Supplier Personnel. Personnel furnished by Subcontractor to perform Work shall at all times remain under Subcontractor's exclusive control and direction and shall not be employees of Black Box. In no event shall Subcontractor be authorized to act, to enter into any agreements or undertakings for or on

behalf of Black Box, or to act as or be an agent or employee of Black Box.

15. PROTECTION OF INFORMATION AND PROPERTY RIGHTS

Trade secrets and confidential, proprietary information (hereinafter collectively referred to as "Information") shall mean information disclosed to the other party or its agents, servants or employees hereunder as being confidential and proprietary to the disclosing party in connection with this Agreement which is either identified as being confidential and proprietary to the disclosing party or which is information that a reasonable person would understand to be such information. Examples of Information include, but are not limited to, customer lists, pricing policies, market analyses, business plans or programs, software, specifications, manuals, print-outs, notes and annotations, performance data, drawings, photographs, and engineering, manufacturing or technical Information related to Black Box's or Subcontractor's or its subcontractors' products and services, as well as duplicates or copies thereof. Information furnished hereunder and that to which employees hereunder are exposed shall remain the disclosing party's proprietary property. Neither Subcontractor nor Black Box or any of their employees shall disclose Information to any third party and each shall take all reasonable precautions to prevent the disclosure of Information to third parties.

The parties agree that, in the event of a breach or threatened breach of confidentiality by the party receiving Information, the disclosing party shall be entitled to an injunction prohibiting such further or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of money damages. It is acknowledged that the parties' respective Information is valuable and unique and that disclosure in breach hereof will result in irreparable injury.

Any invention, discovery, proprietary information, software, system, data or report resulting from Work specially commissioned and paid for by Black Box in connection with this Agreement shall be the sole property of Black Box. All patents, copyrights, trade secrets, trademarks or other intellectual property resulting from Work specially commissioned and paid for by Black Box under this Agreement shall be the sole property of Black Box. Black Box shall have the full right to use such property in any manner without any duty to account to the Subcontractor for such use. The parties agree that, to the extent allowed by law, any original work of authorship created under this Agreement is a work made for hire for purposes of copyright ownership and to the extent any such work does not qualify as a work made for hire, to whatever extent the Subcontractor has any interest in any original work of authorship created under this Agreement, Subcontractor agrees to assign and hereby assigns its entire interest in such work to Black Box, including all rights to derivative works.

Subcontractor agrees that each person employed by it for Work under this Agreement will be bound by written agreement with Subcontractor to the extent necessary to give effect to the provisions of this Article 15 and Subcontractor further agrees that Black Box may enforce any such agreement as a third party beneficiary thereof. In addition, at Black Box's option in each case, it may require that each person assigned by Subcontractor for Work hereunder enter into a separate agreement with Black Box to more fully provide for any of the matters of this Article 15. In such event, the separate agreement in accordance with this Article 15, shall take precedence over any agreement between Subcontractor and the assigned person, to the extent of any conflict there between.

16. INSURANCE

Insurance Requirements. Subcontractor will carry or cause to be carried and maintained in force throughout the entire term of this Agreement insurance coverages as described in subsections (1) through (6) below with insurance companies acceptable to Black Box. The limits set forth below are minimum limits and will not be construed to limit Subcontractor's liability. All costs and deductible amounts will be the sole responsibility of Subcontractor. If any Work provided for or to be performed under this Agreement is subcontracted, Subcontractor shall require the subcontractor(s) to maintain and furnish it with insurance equivalent to that which is required of Subcontractor.

(1) Worker's Compensation insurance complying with the laws of the State or States having jurisdiction over each

employee, whether or not Subcontractor is required by such laws to maintain such insurance, and Employer's Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit, whichever is greater.

(2) Commercial General Liability insurance on an occurrence form covering liability for bodily injury, including death, broad form property damage, personal and advertising injury, independent contractors, products and completed operations, and when applicable the explosion, collapse and underground exclusion will be deleted. Said policy shall include the following minimum limits of liability \$2,000,000 General Aggregate, \$2,000,000 Products & Completed Operations Aggregate, \$1,000,000 Each Occurrence.

(3) Automobile Liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles.

(4) If professional services are provided under this agreement, Subcontractor shall maintain Professional Liability Insurance covering claims arising out of wrong full acts arising out of Subcontractor's error, omissions or negligent acts in an amount not less than \$1,000,000 each wrongful act and \$1,000,000 policy aggregate.

(5) Property insurance on a replacement cost basis covering Black Box's materials in your care, custody and control. The coverage shall be on an all risks basis and include the perils of flood and earthquake where warranted. The insurance policy shall name Black Box, its parent, subsidiaries and affiliated companies as loss payee as their interest may appear.

(6) Employment Practices Liability Insurance covering liability for any employee claims of harassment, discrimination, wrongful termination, wrongful infliction of emotional distress and other alleged violation of an employment contract in an amount not less than \$1,000,000. Such coverage shall also apply to any third party claims.

Under the policies described in Subsections (1), (2), (3) and (5) above, Subcontractor agrees to waive and will require its insurers to waive any right of subrogation or recovery they may have against Black Box, its parent, subsidiaries, and affiliated companies.

Under the policies described in Subsections (2) and (3) above, Black Box, its parent, subsidiaries and affiliated companies will be named as additional insured as respects Subcontractor's operations and as respects any Work performed under this Agreement. Any cost associated with naming these additional insured is included in the contract cost. The policies described in subsections (2) and (3) above will be primary insurance with respect to Black Box, its parent, subsidiaries and affiliated companies, and any other insurance or self insurance maintained by Black Box, its parent, subsidiaries or affiliated companies is excess and not contributory with this insurance.

Copy of Policy; Cancellation. In the event of a loss or claim arising out of or in connection with this Agreement, Subcontractor agrees, upon request of Black Box, to submit the original or a certified copy of its insurance policies for inspection by Black Box. Non-renewal or cancellation of policies described above will be effective only after written notice is received by Black Box from the insurance company in advance of any such non-renewal or cancellation.

Insurance Certificates. Prior to commencing the Work hereunder, Subcontractor will deliver to Black Box certificates of insurance on an ACORD 25 or 25S form evidencing the existence of the insurance coverage's required above. Black Box will not insure or be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased or borrowed by Subcontractor, or their employees, servants or agents, other than property which becomes a part of the Work.

Deductible Amount. Any deductibles for any policies identified above greater than \$10,000 must be approved by Black Box.

17. INDEMNIFICATION

To the fullest extent provided by law, Subcontractor shall defend, protect, indemnify and hold harmless Black Box, its parent, subsidiaries and affiliates, officers, directors, owners or affiliated persons, employees and agents, from and against all claims, demands, and causes of action of every kind and character arising in favor of any person including but not limited to, Black Box, Black Box employees, Subcontractor, Subcontractor's employees, subcontractors or other persons, on account of personal injuries or death or damage to any

property in anyway incident to or arising out of or claimed to have arisen out of the Work performed by Subcontractor hereunder, or arising out of or incident to Subcontractor's operations hereunder, except to the extent caused by Black Box's sole gross negligence. Such duty to indemnify shall apply whether the claim is fraudulent or groundless. Black Box shall have a direct right of action against Subcontractor in the event Subcontractor fails to perform under this Indemnification, and Black Box may recover all of the costs of such action, including its reasonable attorneys' fees and costs of collection.

Subcontractor further agrees to indemnify and hold Black Box harmless against the payment of any and all penalties, interest, liens or indebtedness or claims against Black Box's property or the property of Customer, or for work performed, or materials furnished or measured by the work performed, arising out of or incident to Subcontractor's operations hereunder. Subcontractor agrees to reimburse Black Box for each and every cost or charge, including court costs, all expenses of litigation, and reasonable attorneys' fees, if any, which Black Box, its successors, assigns or employees, may incur in defending against or prosecuting any such claims, demands, causes of action or suits brought pursuant to this Agreement.

With respect to claims by Black Box only, Subcontractor hereby waives any immunity that would otherwise be available against such claims under any and all Worker's, Workman's Compensation statutes, disability benefit acts, or any other employee benefit act of any jurisdiction which would otherwise be applicable in case of such claims.

The parties agree that the indemnification obligations in this Agreement have been mutually negotiated. All obligations of Subcontractor under this Agreement to release, defend, indemnify and hold Black Box harmless shall also extend to officers, agents and employees of Black Box, and to the companies and other legal entities that control, are controlled by, are subsidiaries of, or are affiliated with, Black Box, and the respective officers, agents and employees of such companies or entities.

18. PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET PROTECTION

Subcontractor, at its own expense, shall defend any action brought against Black Box and/or Customers to the extent that such action is based upon a claim that any service or Work supplied by Subcontractor infringes a United States patent, copyright, trademark or service mark, or violates a trade secret. Subcontractor shall pay those costs and damages finally awarded against Black Box and/or Customers in any such action. Such defense and payment shall be conditioned on the following:

(1) That Subcontractor shall be notified within a reasonable time in writing by either Black Box or Customers of any notice of such claim;

(2) That Subcontractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, Black Box shall have the option to participate in such action at its own expense and when principles of government or public law are involved, Customers shall also have the option to participate in such action at their own expense; and

(3) That Black Box and Customers shall cooperate with Subcontractor in such defense and make available to Subcontractor witnesses, pertinent records, materials and information in their possession or under their control relating to the action as are reasonably requested by Subcontractor.

Should any service, Work or the operations thereof, become, in Subcontractor's opinion be likely to become, the subject of a claim of infringement of a United States patent, copyright, trademark or service mark or a trade secret, Black Box shall permit Subcontractor at its option and expense either to procure for Black Box and/or Customers the right to continue using the services or Work, or to replace or modify the same so that they become non-infringing. If neither of these options can reasonably be taken, or if the use of such services and/or Work by Black Box and/or Customers shall be prevented by injunction, Subcontractor agrees to remove the service and/or Work and make every reasonable effort to assist Black Box and/or Customers in procuring substitute services or Work. If, in the sole opinion of Black Box, the return of such infringing services or Work makes the retention of other items of services impractical, Black Box shall then have the option of terminating this Agreement, or applicable portions thereof, in

accordance with the termination provisions set forth herein, without penalty or termination charge, and may acquire services or Work from any other source Black Box deems appropriate.

Subcontractor shall have no liability to Black Box and/or Customers under any provision of this Article with respect to any claim of patent, copyrights, trademark or service mark, or trade secret infringement which is based upon the combination or utilization of services or Work furnished hereunder with services or equipment not made or furnished by Subcontractor, of the use of any Work which has been modified in whole or in part without the written consent of Subcontractor.

The foregoing states the entire liability of Subcontractor with respect to infringement of patents, copyright, trademark or service mark and trade secrets.

19. TERMINATION

Without Cause. Black Box may for its convenience terminate this Agreement, any specific Work Order or SOW or all or any portion of a Project by giving Subcontractor notice of such termination. Immediately upon receipt of such notice, Subcontractor will stop performing any Work and will mitigate to the fullest extent reasonably possible, all expenses to be borne by Black Box in the event of such termination. Upon termination of this Agreement or all or any portion of a SOW or Work Order pursuant to this Section, Black Box will pay to Subcontractor actual expenses incurred in association with each terminated Project or portion thereof plus Subcontractor's overhead and profit on the actual expenses, such overhead and profit not to exceed ten percent (10%); however, such payment shall not exceed the Compensation set forth in the applicable SOW or Work Order. In addition, Black Box may withhold from such payments any claims Black Box may have against Subcontractor. Under no circumstances will Subcontractor receive overhead and profit on unperformed Work. Subcontractor shall continue to perform all portions of the Agreement, SOW or Work Order not terminated. Black Box shall have no obligation to Subcontractor with respect to any terminated portions of this Agreement, SOW, or Work Order except as provided in this Agreement.

For Cause. Should Subcontractor neglect, delay or discontinue the Work provided for in this Agreement which action has a material adverse effect on the successful completion of the Project or violates any material provision of this Agreement or any SOW or Work Order, without the written consent of Black Box, any such acts or delay shall constitute default by Subcontractor under this Agreement and Black Box will give Subcontractor notice of such default in writing and, if Subcontractor fails to commence to correct and to diligently pursue the correction of such default within three (3) calendar days of the written notice of default, Black Box shall have the right to terminate this Agreement or all or any portion of a Project. In the event Black Box terminates this Agreement or any SOW or Work Order hereunder for Subcontractor's default, in whole or in part, Black Box may acquire, under the terms and in the manner Black Box considers appropriate, goods, services and Work similar to those terminated, and Subcontractor shall be liable to Black Box for any reasonable re-procurement costs and excess costs for those, goods, services and Work less expenses saved in consequence of Subcontractor's default. Subcontractor shall continue to perform all portions of the Agreement or Work Order not terminated. Black Box shall have no obligation to Subcontractor with respect to any terminated portions of this Agreement or SOW or Work Order except as provided in this Agreement.

20. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, act of war, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Subcontractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both Subcontractor and its subcontractor, and without the fault or negligence of either of them, Subcontractor shall not be liable for damages from such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Subcontractor to meet the required performance schedule.

Payments to be made and services rendered hereunder shall be made and rendered to the date of such suspension and shall henceforth cease until the period of such suspension has ended. Nothing herein contained shall prevent Black Box, in the event Subcontractor suspends the operation of this Agreement or a Work Order hereunder, from securing the services herein contemplated from such other source as it so desires during the period of such suspension.

21. NON-COMPETITION AND NON-SOLICITATION

Non-Competition. Subcontractor covenants and agrees that, without the prior written consent of Black Box, Subcontractor shall not, during the term of this Agreement or any extension thereof or for one (1) year after the termination or expiration of this Agreement, directly or indirectly, perform or agree to perform like services for any person, firm or corporation to which Subcontractor has provided goods, services or Work under this Agreement. However, nothing in its Agreement will restrict or limit Subcontractor's business relationships with Black Box customers where such business relationships with Subcontractor existed prior to the execution of this Agreement or where those business relationships pertain to business interests unrelated to the Work provided under this Agreement.

Non-Solicitation and Non-Hire. Subcontractor covenants and agrees that, without the prior written consent of Black Box, Subcontractor shall not, during the term of this Agreement or any extension thereof and for one (1) year after the termination or expiration of this Agreement, directly or indirectly recruit, hire or otherwise solicit or induce any Black Box Person to terminate his/her employment with, or otherwise cease his/her relationship with Black Box. For purposes of this Agreement, a Black Box Person is any person or entity who is or was an employee or consultant of Black Box during the term of this agreement or within one (1) year after said termination.

The restrictions against competition and solicitation set forth above are considered by the parties to be reasonable for the purposes of protecting the business of Black Box. If any restriction is found by a court of competent jurisdiction to be unenforceable because it extends for too long a period of time, over too broad a range of activities or in too large a geographic area, that restriction shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

22. CONFLICTS OF INTEREST

Subcontractor agrees to inform Black Box immediately if an employee of Black Box requests any form of payment, gift, gratuity, or other consideration of any amount, to be paid or delivered by Subcontractor or on Subcontractor's behalf, to or for the benefit of the Black Box employee. Subcontractor also agrees that it will not provide any type of gift, loan, gratuity, or consideration, of any value, to any Black Box employee without first informing Black Box's General Counsel located at 1000 Park Drive, Lawrence, PA 15055 in writing of such action. Subcontractor also represents that it has in place a system or process for determining if the foregoing transactions occur.

23. ALTERNATIVE DISPUTE RESOLUTION

All claims, disputes and other matters arising out of, or relating to, the Agreement or the breach thereof (hereinafter "Claims"), except Claims which have been waived under the terms of the Agreement, shall be decided exclusively by the following dispute resolution procedure, unless the parties mutually agree in writing otherwise.

(1) **Notice of Claim.** Subcontractor shall give written notice to Black Box of all Claims as soon as possible after the event giving rise to the Claim, but in no event later than five (5) calendar days of the event giving rise to the Claim. Failure to properly give such notice shall constitute waiver of the Claim. Subcontractor shall not be entitled to any change in the Subcontractor's Compensation or the Completion Date, nor any other compensation, for any events or costs that occurred more than five (5) calendar days before the written notice.

(2) **Informal Negotiation.** Except for action seeking a temporary restraining order or injunction, or suit to compel compliance with this dispute resolution process, the parties agree to use the dispute resolution procedures set forth in this Article with respect to any controversy or claim arising out of or relating to this Agreement or its breach. For a period of thirty (30) days after notice from either party,

the parties shall attempt in good faith to resolve the dispute by direct negotiation of nonlawyer representatives of the parties.

(3) **Arbitration.** If the cumulative dollar value of all Claims between the parties for the entire Project is under \$50,000, the dispute shall be referred to binding arbitration before an arbitrator of the parties' choice. If the parties cannot agree on an arbitration service, such service shall be provided pursuant to the American Arbitration Association Construction Industry Arbitration Rules; however, unless otherwise agreed by the parties, discovery shall be limited to a total of two depositions, of no longer than six (6) hours each, and fifteen (15) combined interrogatories and requests for production of documents. The parties agree that the arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9 U.S.C. §§ 1-6, et seq. (USAA), the provisions of this Agreement, and the ABA-AAA Code of Ethics for Arbitration in Commercial Disputes. The arbitrator's decision shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA. Unless the parties agree otherwise, there shall be one arbitrator at the conclusion of a Project. Unless the parties agree otherwise, any arbitration shall occur in Pittsburgh, PA.

(4) **Litigation.** If the cumulative dollar value of all Claims between the parties for the entire Project is over \$50,000, the dispute may be immediately referred to litigation.

The parties shall each bear the expenses of their share of the dispute resolution process. The costs of mediation and/or arbitration, including the fees and expenses of the mediator and arbitrator, shall be paid equally by the parties. Each party shall bear the cost of preparing and presenting its case.

Except as specifically noted in this Agreement, the parties agree that neither an arbitrator nor a judge shall have the power or authority to make any award that provides for punitive, consequential, exemplary or other types of damages that are waived or prohibited by this Agreement. **EXCEPT FOR SUBCONTRACTOR'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN OR AS OTHERWISE SPECIFICALLY NOTED IN THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ALL PUNITIVE, CONSEQUENTIAL (INCLUDING LOST PROFITS), INDIRECT, INCIDENTAL, OR EXEMPLARY DAMAGES.**

24. GENERAL TERMS

Waiver. The failure of either party hereto to enforce strict performance of any of the terms or conditions of this Agreement, or to exercise any right herein conferred, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

Severability. In the event that any of the provisions, or portions or applications, of the Agreement are held to be unenforceable or invalid by any court of competent jurisdiction. Black Box and Subcontractor shall negotiate an amendment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement. If the provision cannot be modified so as to be enforceable under existing laws, this Agreement shall be construed and enforced as if such provision has not been included herein and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

Notices. Unless otherwise provided in the Work Order, any notice provided for or required hereunder shall be given in writing at the mailing address set forth above.

Release of News or Advertising Information. Subcontractor shall obtain the prior written approval of Black Box concerning the acceptability, including the content and timing, of news releases, articles, brochures, advertisements, prepared speeches and other information releases relating to Black Box, within a reasonable advance time prior to the scheduled release of such information to permit review and approval by Black Box. Subcontractor shall send a copy of all such information release requests to Black Box's General Counsel located at 1000 Park Drive, Lawrence, PA 15055. Subcontractor shall not use any service mark or trademark of Black Box or refer to Black Box in connection with any product, equipment, promotion, or publication without the prior written consent of Black Box.

Assignment and Subcontracting. Subcontractor shall not assign, sell, transfer or subcontract this Agreement without Black Box's prior written approval. In no event shall any of Subcontractor's approved subcontractors be permitted to further subcontract this

Agreement or any of the Work to be provided pursuant to this Agreement without Black Box's prior written consent. Subcontractor shall supply a list of all subcontractors to Black Box prior to starting Work on any Project. Black Box may, however, assign the Agreement or any Work Order to an affiliated company without the prior consent of Subcontractor. Subcontractor is solely liable for any payment and compensation to its subcontractors. Black Box shall have no liability to any of Subcontractor's subcontractors and Subcontractor's subcontractors shall not place any liens of any kind against Black Box's or Customer's property. Should any such liens be placed against any of Black Box's or its Customer's property, Subcontractor shall, at its own expense, remove such liens and indemnify Black Box for any related claims in accordance with the provisions of Article 17 of this Agreement.

Oral Modifications. No oral statement shall in any manner modify or otherwise affect the terms of this Agreement, unless confirmed in a writing signed by both parties.

Headings. Article and Section headings contained in this Agreement are included for convenience only, and will have no substantive effect nor form any part of the agreement and understanding between the parties.

Non-Exclusivity. Black Box reserves the right to contract with other firms or individuals during the term of this Agreement to provide services similar to those being performed by Subcontractor.

Right and Benefits. Subcontractor's Work will be performed solely for the benefit of Black Box and not for the benefit of any other persons or entities.

Governing Law. The essential validity of this Agreement and all matters pertaining thereto, including but not limited to, matters of

performance, non-performance, breach, remedies, procedures, rights, duties and interpretation or construction, shall be construed and governed by the laws of the Commonwealth of Pennsylvania unless the laws of the State of Subcontractor require otherwise; and the parties hereto further agree that the proper jurisdiction and venue of any arbitrations, claims, cause of action or litigation arising out of this Agreement shall be in the State and/or Federal Courts located in Allegheny County, Pennsylvania.

Qualifications Representations. Subcontract represents that any and all answers to any preliminary qualification forms provided to Black Box are accurate and correct, and in the event of any material change to such answers shall promptly notify Black Box in writing of such change(s).

Entire Agreement. This Agreement, including the Contract Documents, SOW and any other Exhibits or Attachments referred to herein which are hereby incorporated as parts hereof by this reference, constitutes the entire Agreement between the parties hereto relating to the subject matter hereof, and supersedes any previous contracts, agreements or understandings. No usage of trade or course of dealing by or between the parties shall be deemed to constitute any modification or amendment of the terms of this Agreement. No subsequent agreement among the parties concerning the services shall be effective or binding unless it is made in writing and executed by authorized representatives of the parties. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of this Agreement.

Each party represents that the individual signing this Agreement on its behalf has the power and authority to enter into this Agreement, and that this Agreement shall become valid and binding upon execution by both parties as of the Effective Date set forth above.

SUBCONTRACTOR: JustTech Communications

Rafik Mishreki
Signature

Rafik Mishreki VP of Sales 7/21/17
Printed or Typed Name Title Date

BLACK BOX CORPORATION

James Quinn
Signature

James Quinn Director, Procurement 7/28/17
Printed or Typed Name Title Date

EXHIBIT A

SCOPE OF WORK "SOW"

The terms of the Master Subcontract Agreement between Black Box Network Services and dated are incorporated herein by reference and will govern this schedule.

CUSTOMER INFORMATION (Location of Work):

Black Box Network Services Customer #:
Customer Name:
Address:
City, State, Zip:

SERVICES DESCRIPTION

Description of Services (check all that apply)

Warranty
Periodic Service
T&M
Installation
Other (specify)

Facilities and Services to be provided by Black Box Network Services:

Facilities and Services to be provided by:

Equipment Description:

Period of Performance: from through

Installation Date:

Labor Only Parts and Labor

Warranty: Quarterly in advance Annual in advance

Periodic Service: Quarterly in advance Annual in advance

Other:

Guaranteed response time

Major Response Time

Minor Response Time

SERVICE PRICING

<u>Service Category Description</u>	<u>Ports</u>	<u>Price Per Ports</u>	<u>Total</u>
Equipment:	Ports Mail		
Monthly Costs:			\$
Quarterly Subtotal Costs:			\$
Annual Total Costs			\$

Hourly rate for items outside of this Schedule A:

Regular Time: \$

OT: \$

DT: \$ (Holiday's--New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day)

Check here is this is a different rate from current Rate Sheet or if no rate sheet exists in the agreement

Contacts:

Performing Party Contact:

Alternate:

Black Box Network Services Contact:

Alternate:

Black Box Network Services

Name:

Title:

Date:

Name:

Title:

Date

EXHIBIT B

Pricing Schedule

To be determined

EXHIBIT C
(Required when Material is Supplied by a Subcontractor)

FINAL WAIVER, RELEASE AND DISCHARGE

This Final Waiver, Release and Discharge is made this ____ day of _____, by _____, ("Subcontractor") relating to contract with Black Box Corporation ("Black Box") for the performing and/or furnishing of Work, labor, services, materials and/or equipment in connection with the following project: **INSERT DESCRIPTION OF PROJECT** ("Project").

For and in consideration of the payment to Subcontractor of \$_____, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor agrees as follows:

1. Subcontractor for itself, its officers, directors, agents, successors and assigns and anyone claiming through or under it, hereby waives, releases and forever discharges Black Box and its parent companies, affiliates, subsidiaries, successors, assigns, customers and their respective boards of directors, officers, agents, employees, lenders and sureties (hereinafter "Releases") of and from all causes of action, suits, debts, accounts, bonds, contracts, promises, damages, liens, encumbrances, judgments, claims and demands whatsoever, in law or equity, known or unknown, accrued or unaccrued, which Subcontractor ever had, now has or might hereafter have against Releases jointly or separately, in any way connected with, related to or arising out of the aforesaid relationship and contract and/or the performing and/or furnishing of any Work, labor, services, materials and/or equipment for the Project.

2. Subcontractor hereby certifies and warrants that all Work, labor, services, materials, wages and/or equipment engaged, used and/or contracted for by it in connection with the Project have been paid in full and that Subcontractor will hold the aforesaid Releases harmless against all mechanics' and/or materialmen's liens, claims, demands, damages, costs or other liens or encumbrances in any way connected with, related to or arising out of any claim for compensation by any other party for Work, labor, services, materials, and/or equipment incorporated into, performed or furnished for the aforesaid building and premises by Subcontractor, or any of its subcontractors, materialmen or suppliers.

3. Title to all materials, equipment, rights set forth in the Contract, and any Deliverable required pursuant to this Contract has passed to Black Box.

IN WITNESS WHEREOF, this Final Waiver, Release and Discharge has been executed this ____ day of _____, _____.

SUBCONTRACTOR

By: _____

Title: _____

EXHIBIT D CHANGE ORDER

TO: **Subcontractor**
FROM: Black Box

THIS CHANGE ORDER IS SUBJECT TO AND INCORPORATES ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT BETWEEN SUBCONTRACTOR AND BLACK BOX CORPORATION

Customer No.: _____ Original Compensation: _____
Job No.: _____
Change Order No.: _____

Date of Change Order: _____ Subcontractor's Compensation Including
Previous Change Orders: _____
The Contract is revised as follows:

Description of Changes:	Amount:
Total Cost of Change Order [addition] [deduction] [unchanged]	\$
Total Subcontractor's Compensation Including This Change Order	\$
Completion Time is [extended] [reduced] by _____ days or [unchanged]	

THE EXECUTION OF THIS CHANGE ORDER BY SUBCONTRACTOR SHALL CONSTITUTE A WAIVER OF ANY AND ALL CLAIMS ARISING OUT OF THE WORK TO BE PERFORMED OR DELETED PURSUANT TO THIS CHANGE ORDER, EXCEPT AS SPECIFICALLY DESCRIBED HEREIN. GENERAL RESERVATIONS OF RIGHTS SHALL BE DEEMED WAIVED AND VOID.

d/b/a Black Box Network Services

SUBCONTRACTOR

By: _____
Title: _____
Date: _____

By _____
Title: _____
Date: _____

EXHIBIT E



Work Authorization Form
Date:

<i>Subcontractors should send invoices to:</i>		<i>Contractor Information:</i>
Black Box Network Services Customer Solution Center Attn: 5050 Lincoln Drive, Suite 300 Minneapolis, MN 55436	Name:	JustTech Communications
	Contact:	Rafik Mishreki
	Phone:	201-522-7778
	FAX:	201-221-8088
	E-mail:	rafik@justtechllc.com

To contact Black Box – Partner Services

Telephone:

Fax:

E-mail:

Contact Partner Services for Passwords

Tech support:

-Enter employee number 000921

-Enter Site ID number

-Provide engineer w/Black Box case number

Black Box Reference Numbers:

Black Box Case Number:

PO:

Black Box Agent:

Black Box Engineer:

Site ID Number:

Product Type:

Model Type:

Site Name:			
Address:		City:	State: Zip Code:
Contact Name:		On-site Contact Name:	
Phone number:			

Please Fill in:	Case Type:	Priority:
Requested Due Date:	Tech MUST respond to site	: site time.
Black Box will schedule all site visits with customer. If reported ETA cannot be met within 30 minutes of scheduled time please notify Partner Services to update customer of new ETA.		
Scope of work:		
Tech must act as a representative of Black Box. Please inform customer tech is onsite on behalf of Black Box. TECH MUST call Black Box Partner Services once onsite, and before leaving site.		

Contracted technician is responsible for all Parts:		
Parts have been ordered:	Shipped Attention:	ETA of Parts:
Part(s) that were ordered:		

Contractor Responsibility:
Contractor will contact Black Box (): <ul style="list-style-type: none"> *Upon receipt of WAF to provide a reference number if available. *To call Black Box Partner Services at or email providing technicians name and ETA. <ul style="list-style-type: none"> *With in 30 minutes of receipt for High Priority or System Down tickets. *With in 2 hours of receipt for Medium Priority tickets. *With in 1 business day of receipt for Low Priority tickets. *Once technician has arrived onsite. *To provide any updates while onsite *Upon completion of work to provide time arrived onsite, amount of time work, travel time, and a detail description of work completed. *To fax customer signed WAF () and to call Partner Services at upon completion of work.

Tools:

Parts:
Black Box is to order all parts. If determined once onsite that an additional part is required please contact Black Box at the above number. If there is a bad part, that part needs to be returned to the Black Box Distribution Centers via the Black Box process. The part needs to be prepared for shipment in the box the new part came in. Hand-off the ownership of the part/box to the site contact, and make sure Black Box knows the first and last name of that contact.

Invoices:
The Black Box Case Number must be referenced on all invoices in order to receive payment. Please provide an itemized list of all charges. Mail invoices to above address. Invoices <u>must</u> be received within 30 days from the completion date. Black Box must be notified in advance if travel will exceed 2 hours. Black Box must be notified in advance if we will be charged any fees other than Labor or travel. This includes expedite fees, parts, materials, etc.